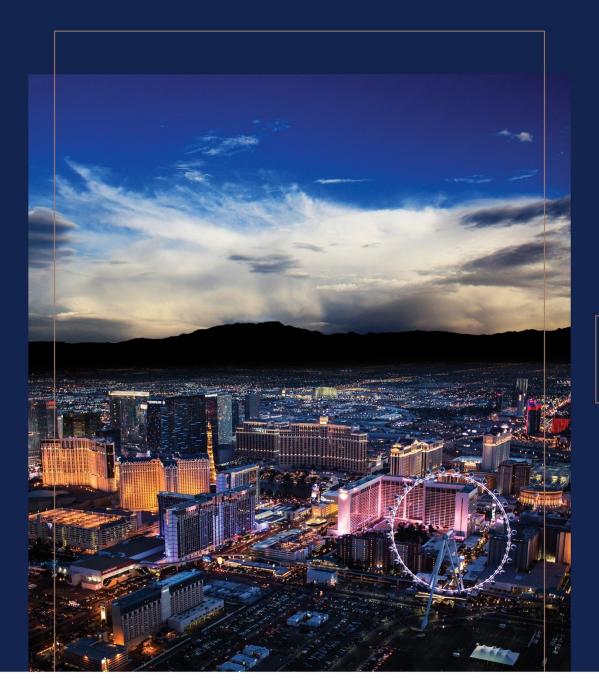
# REGULAR MEETING OF THE Board of Directors

TUESDAY, JUNE 11, 2019 • LAS VEGAS CONVENTION CENTER







### **Board of Directors**



LARRY BROWN
Chairman
Commissioner
Clark County
Commission Office



BILL NOONAN
Vice Chairman
Senior Vice President of Industry
and Government Affairs
Boyd Gaming Corporation



PEGGY LEAVITT
Secretary
Mayor Pro Tem
City of Boulder City



CHUCK BOWLING
Treasurer
President and Chief
Operating Officer
Mandalay Bay



MICHELE FIORE Councilwoman City of Las Vegas



CAROLYN G. GOODMAN Mayor City of Las Vegas



**PAMELA GOYNES-BROWN**Mayor Pro Tem
City of North Las Vegas



**TOM JENKIN**Global President
Caesars Entertainment



**GREG LEE**Chairman and CEO
Eureka Casino Resort



JOHN MARZ Councilman City of Henderson



GEORGE RAPSON Councilman City of Mesquite



MARY BETH SEWALD
President and CEO
Las Vegas Metro
Chamber of Commerce



MARILYN SPIEGEL President Wynn and Encore



LAWRENCE WEEKLY Commissioner Clark County Commission Office





### **NOTICE OF PUBLIC MEETING**

# REGULAR MEETING OF THE BOARD OF DIRECTORS TUESDAY, JUNE 11, 2019 9:00 A.M.

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

### **BOARD OF DIRECTORS:**

Commissioner Larry Brown, Chair Mr. Bill Noonan, Vice Chair Mayor Pro Tem Peggy Leavitt, Secretary Mr. Chuck Bowling, Treasurer Councilwoman Michele Fiore Mayor Carolyn Goodman Mayor Pro Tem Pamela Goynes-Brown Mr. Tom Jenkin Mr. Gregory Lee Councilman John Marz Councilman George Rapson Ms. Mary Beth Sewald Ms. Marilyn Spiegel

Commissioner Lawrence Weekly

### THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Las Vegas Convention and Visitors Authority (LVCVA) – 1<sup>st</sup> Floor Administration Offices 3150 Paradise Road, Las Vegas, NV 89109

City Hall, City of Las Vegas 495 South Main Street, Las Vegas, NV 89101

City Hall, City of North Las Vegas 2250 N Las Vegas Blvd., North Las Vegas, NV 89030

> City Hall, City of Henderson 240 S Water St., Henderson, NV 89015

Clark County Government Center 500 South Grand Central Parkway, Las Vegas, NV 89155

> Clark County Law Library 309 South 3<sup>rd</sup> Street, Las Vegas, NV 89101

Grant Sawyer State Office Building 555 E Washington Avenue, Las Vegas, NV 89101

LVCVA Website: <a href="https://notice.nv.gov/"><u>www.lvcva.com/agenda</u></a>
Nevada Public Notice Website: <a href="https://notice.nv.gov/"><u>https://notice.nv.gov/</u></a>

ITEMS ON THE AGENDA ARE FOR POSSIBLE ACTION BY THE BOARD OF DIRECTORS,
UNLESS STATED OTHERWISE.
ITEMS MAY BE TAKEN OUT OF ORDER.
ITEMS MAY BE COMBINED FOR CONSIDERATION.
ITEMS MAY BE REMOVED FROM THE AGENDA OR DELAYED AT ANY TIME.

### AMENDED AGENDA

### **OPENING CEREMONIES**

Call to Order Invocation Pledge of Allegiance

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

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 of Directors 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 AND MUST PERTAIN TO AGENDA ITEMS ON THIS AGENDA.

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

Approval of, including in this Agenda, the consideration of tabled and/or reconsideration items. For possible action.

Approval of this Agenda after adding emergency items/deleting items. For possible action.

Approval of the Minutes:

- May 14, 2019, Regular Meeting of the Board of Directors
- May 22, 2019, Public Hearing on the Budget and Board of Directors Meeting

For possible action.

### **BOARD APPOINTMENTS**

In accordance with the Nevada Revised Statutes (NRS), the following appointments have been submitted by the City of Las Vegas and the City of Mesquite, respectively, for the terms designated by each entity.

Councilman George Rapson

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

### **BOARD NOMINATIONS**

In accordance with the NRS, the following nominees have been submitted by the Las Vegas Metro Chamber of Commerce for the term of July 1, 2019, through June 30, 2021.

In accordance with the NRS, only elected Board Members may vote for the following nominees:

Ms. Mary Beth Sewald – Las Vegas Metro Chamber of Commerce

Mr. Tom Jenkin - Caesars Entertainment

For possible action.

Oath of Office will be administered to the newly appointed and elected Members of the Board.

### PRESENTATIONS - DISCUSSION AND POSSIBLE ACTION

### Presentation by Applied Analysis: Economic Impact Series

Jeremy Aguero, Principal, Applied Analysis, will present an update titled "Fiscal Impacts of Southern Nevada Tourism: The Industry's Contribution to Major Public Revenues."

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

### **Centerplate Presentation**

Centerplate staff will present an update on performance, metrics, operational enhancements, and plans for the LVCCD Phase 2 expansion food and beverage concepts.

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

### Presentations by the Las Vegas Convention and Visitors Authority Staff

LVCVA staff will deliver presentations on the LVCCD Expansion & Renovation, People & Possibilities, Operations, Marketing destination achievements, and General Government highlights.

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

### STAFF REPORTS - DISCUSSION AND POSSIBLE ACTION

### **MARKETING DIVISION**

### 1. IMEX America – Las Vegas, Nevada – September 10-12, 2019

That the Board of Directors consider: 1) Approving an estimated expenditure of \$730,580 for expenses associated with the LVCVA participating in the IMEX America trade show, September 10-12, 2019, in Las Vegas, NV; 2) Authorizing the Chief Executive Officer (CEO)/President to execute the contract documents; and 3) Authorizing any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

### 2. Las Vegas Events Agreement – July 1, 2019 – June 30, 2020

That the Board of Directors consider: 1) Approving the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$7,744,852 for the period of July 1, 2019, through June 30, 2020; 2) Authorizing the LVCVA Chief Executive Officer (CEO)/President to execute the attached agreement; and 3) Authorizing any unexpended balances from this authorization to revert to available general funds.

For possible action.

### 3. <u>Las Vegas Events – Event Approval: Mountain West Basketball Championships – Las Vegas, NV</u> – March 1-7, 2020; March 6-13, 2021; March 5-12, 2022; March 4-11, 2023

That the Board of Directors consider approval of the distribution of funds to Las Vegas Events (LVE) in the amount of \$1,200,000 to fund the Mountain West Men's and Women's Basketball Championships, March 1-7, 2020, March 6-13, 2021, March 5-12, 2022, and March 4-11, 2023, at Thomas & Mack Center.

For possible action.

### 4. <u>Las Vegas Events – Event Approval: West Coast Conference Basketball Championships - Las Vegas, NV – March 5-10, 2020; March 4-9, 2021; March 3-8, 2022</u>

That the Board of Directors consider approval of the distribution of funds to Las Vegas Events (LVE) in the amount of \$900,000 to fund the West Coast Conference Men's and Women's Basketball Championships, March 5-10, 2020, March 4-9, 2021, and March 3-8, 2022, at Orleans Arena.

For possible action.

### 5. Near Market Campaign Update

The Marketing Division will provide an update on its near market initiatives.

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

### **GENERAL GOVERNMENT DIVISION**

### 6. <u>Legal Counsel's Report and Recommendation(s) and Contract Report</u>

Legal Counsel will present a report and recommendation(s) regarding Legal Counsel actions, litigation, arbitration, threatened litigation, administrative hearings and other legal matters. In addition, Legal Counsel will present purchasing and other report(s) required by Nevada Revised Statutes (NRS) and/or Board policy.

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

7. Public Hearing and Approval of Voluntary Separation Program Memorandum of Understanding
That the Board of Directors consider, pursuant to Nevada Revised Statutes (NRS) 288.153: 1)
Conducting a public hearing on a Memorandum of Understanding (MOU) between the LVCVA and the
Service Employees International Union (SEIU) Local 1107; and 2) Approving the MOU to participate in
a Voluntary Separation Program (VSP) between the LVCVA and the SEIU Local 1107, effective May 22,
2019.

For possible action.

#### **COMMITTEES**

### 8. Compensation Committee Report

The Compensation Committee will have met on June 10, 2019, to discuss items A-E. The Committee Chair will present a report to the Board of Directors.

### The Compensation Committee Chair will present a report and give the Committee's recommendation(s), if any, to the Board of Directors.

- Item A. Compensation Committee Charter Review and Evaluation
- Item B. Approval of Special Awards Policy Pursuant to Board Policy 1.04(13)
- Item C. Compensation Philosophy Program and Executive Class Review
- Item D. Legal Counsel's Performance Incentive
- Item E. CEO/President's Annual Performance Evaluation

For possible action.

### **DIRECTORS' RECOGNITION**

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

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### **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 of Directors' 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 of Directors may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

Board of Directors' 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. The general public may listen to the conference call at the above-referenced meeting location.

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

### **MINUTES**

Regular Meeting of the Board of Directors May 14, 2019





### Regular Meeting of the Board of Directors May 14, 2019 Minutes

The Regular Meeting of the Board of Directors of the Las Vegas Convention and Visitors Authority (LVCVA) was held on May 14, 2019, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

#### **Board of Directors**

Present unless otherwise noted

Commissioner Larry Brown, Chair Mr. Bill Noonan, Vice Chair Mayor Pro Tem Peggy Leavitt, Secretary Mr. Chuck Bowling, Treasurer Councilwoman Michele Fiore Mayor Carolyn Goodman Mayor Pro Tem Pamela Goynes-Brown Mr. Tom Jenkin......absent
Mr. Gregory Lee
Councilman John Marz
Councilman George Rapson....via telephone

Ms. Mary Beth Sewald Ms. Marilyn Spiegel

Commissioner Lawrence Weekly

Steve Hill, CEO/President

Luke Puschnig, Esq., CEM, Legal Counsel

Ed Finger, Chief Financial Officer

LVCVA Executive Staff in Attendance Lori Nelson-Kraft, Sr. VP of Communications & Government Affairs

Brian Yost, Chief Operating Officer Barbara Bolender, Chief People Officer

Terry Jicinsky, Senior Vice President of Operations

### **OPENING CEREMONIES - CALL TO ORDER**

Chairman Larry Brown called the meeting to order at 9:00 a.m.

The invocation was delivered by Reverend Mary Bredlau, Chaplain of the County Coroner's Office.

**FLAG SALUTE** 

**INVOCATION** 

The Pledge of Allegiance followed the invocation.

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

Aleta Dupree addressed the agenda item regarding the appointment of Legal Counsel, commented on an opportunity with NV Energy and the examination of all options in energy savings, and expressed excitement for the people mover system.

Daniel Braisted spoke about the pending receipt of information from a previous request from Member Carolyn Goodman regarding the allotment of room tax revenue to the school district.

### APPROVAL OF AGENDA AND MINUTES

APPROVAL OF THE AGENDA AND MINUTES

Treasurer Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the May 14, 2019, Regular Meeting of the Board of Directors' agenda withdrawing item 2, and approve the April 9, 2019, Regular Meeting of the Board of Directors' minutes.

### PRESENTATIONS - DISCUSSION AND POSSIBLE ACTION

### Presentations by the Las Vegas Convention and Visitors Authority Staff

Steve Hill, Chief Executive Officer (CEO)/President welcomed Lori Nelson-Kraft, Senior Vice President of Communications and Government Affairs to the LVCVA.

Terry Jicinsky, Senior Vice President of Operations, delivered a PowerPoint presentation on the Las Vegas Convention Center District (LVCCD) expansion including highlights on concrete pouring, steel installation, plumbing fixtures, and the formation of the ribbon element.

Barbara Bolender, Chief People Officer, recognized LVCVA Destination Services Manager Maria Ramirez for her work as an advisor to the Las Vegas Territory over the past five years, and congratulated Senior Manager of Engineering Joe Toro for his recent achievement of the ProFM credential.

Brian Yost, Chief Operating Officer, delivered a video presentation on the following operations highlights:

- National Hardware Show May 7-9
- Waste Expo May 7-9
- International Council of Shopping Centers/Real Estate Convention May 20-22

Mr. Yost delivered a video presentation on the following marketing highlights:

- 13<sup>th</sup> Annual Vegas Uncork'd May 9-12
- Billboard Music Awards May 1
- Mesquite Amateur Golf Tournament May 27-31
- Downtown Rocks Summer Concert Series May 24-October 19
- Marketing Initiatives
  - Airline Developments:
    - Frontier Airlines' recent announcement of nonstop service from Charlotte, NC
    - Sun Country Airlines' recent announcement of nonstop service from Providence, RI; San Antonio, TX; St. Louis, MO; and Redmond. OR
    - KLM Airlines' recent announcement of the extension of seasonal service to year-round service
  - Marketing Highlights
    - Launch of first Wedding Story on @Vegas Instagram account
    - Promotion of Chef Video on Twitter and Facebook in conjunction with Vegas Uncork'd
  - Public Relations Efforts
    - Hosted Food Network contributor and developed comprehensive list of best Las Vegas restaurants
    - Worked with etalk, one of Canada's top entertainment broadcasts to cover CinemaCon

Ms. Nelson-Kraft provided information on National Travel and Tourism Week (NTTW), the supporting efforts of the Las Vegas Host Committee in NTTW events, highlighted appreciation for Transportation Security Administration (TSA) workers, presented a video of a NTTW event at McCarran International Airport (McCarran), and thanked Jim Rose, LVCVA Video Production Manager, for his work on the video.

Mr. Hill provided information on the attached quarterly report that was distributed to the Board, containing the LVCVA's accomplishments, including the contributions of consultant Rossi Ralenkotter, mentioned an upcoming summer campaign, congratulated Randy Shingleton for his new role as LVCVA Vice President of Facilities, and recognized TJ Spain and David Cooper on their recent promotions to Senior Directors. Mr. Hill commented on the progress of air service to the destination and his appreciation of the partnership with McCarran, the growing number and evolution of events in the destination, a recent announcement from Caesars and ESPN, and thanked the workers on the expansion site.

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

### STAFF REPORTS - DISCUSSION AND POSSIBLE ACTION

### **OPERATIONS DIVISION**

### ITEM 1. Sustainability Presentation

Mr. Yost introduced the LVCVA's Taryle Spain and David Cooper, who provided a PowerPoint presentation of an overview of the Operation Division's approach to establishing sustainable practices that will have a positive impact on value creation for clients, ambassadors, and the environment, addressing the increasing expectation from clients to develop improved sustainability measures, with the plan including stakeholder engagement at all levels.

Secretary Peggy Leavitt asked about the selling of recyclables, to which Mr. Spain agreed and stated that the market for commodities has fallen and the LVCVA is working with Republic Services to introduce new processes.

Treasurer Bowling emphasized the importance of prioritizing sustainability efforts, and recommended the provision of metrics and Key Performance Indicators (KPIs) of best in class, to which Mr. Yost replied there are KPIs available and will be reported as part of the quarterly highlights report to the Board of Directors.

Chair Brown recommended the highlights and accomplishments report be part of the minutes in its entirety, to which Mr. Hill confirmed it would.

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

### **GENERAL GOVERNMENT DIVISION**

### ITEM 2. Authorization to Enter into Agreement with NV Energy

### **WITHDRAWN**

That the Board of Directors consider authorizing the Chief Executive Officer (CEO)/President to execute an agreement for the LVCVA to remain a customer of Nevada Power d/b/a NV Energy through May 2024.

For possible action.

### ITEM 3. Quarterly Budget and Statistical Report

Ed Finger, Chief Financial Officer, presented the LVCVA Budget and Statistical Report for the quarter ending March 31, 2019, to the Board of Directors for their information and review.

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

### ITEM 4. Quarterly Collection Allocation

Mr. Finger notified the Board of Directors that room tax collection allocation amounts for the third quarter of fiscal year 2019 are estimated to be \$6,804,712.

### Fiscal Impact

FY 2019: \$6,804,712 Expenditure

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

### ITEM 5. Proposed Changes to Investment Policy (FIN-23)

Mr. Finger requested that the Board of Directors consider approval of proposed changes to the LVCVA Investment Policy (FIN-23).

### Fiscal Impact

None

Vice Chairman Bill Noonan requested Mr. Finger put on record the groups who reviewed and opined on the policy, to which Mr. Finger stated the internal investment committee and external consultants participated in the compilation and review of the policy, and comparisons to other policies and fact-checks to state laws were performed in those efforts.

Member Lawrence Weekly moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the proposed changes to the LVCVA Investment Policy (FIN-23).

### ITEM 6. Legal Counsel's Report and Recommendation(s) and Contract Report

Legal Counsel presented a report regarding a lawsuit filed by Diana Sadoyan, dismissal of litigation against J. Garcia, dismissal with prejudice in the case of David Randall, and presented purchasing and other report(s) required by Nevada Revised Statutes (NRS) and/or Board policy.

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

### ITEM 7. Voluntary Separation Program

Ms. Bolender requested that the Board of Directors consider a Voluntary Separation Program (VSP) at the discretion of the Chief Executive Officer (CEO)/President.

### Fiscal Impact

To be determined – VSP costs will be offset by salary reductions.

<u>Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve a Voluntary Separation Program (VSP) at the discretion of the Chief Executive Officer (CEO)/President.</u>

### ITEM 8. Appointment of Legal Counsel

Ms. Bolender requested that the Board of Directors consider approval of the recommendation(s) for appointment of new Legal Counsel, Caroline Bateman.

#### Fiscal Impact

Staff recommends a \$200,000 annual salary along with insurance, leave, and other benefits provided to executive staff under Board Policy, as may be amended from time to time. Salary and benefits have been included in the 2019 and 2020 budgets.

<u>Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the recommendation(s) for appointment of new Legal Counsel Caroline Bateman and authorize the payment of \$200,000 annual salary.</u>

### ITEM 9. People Mover Update

Mr. Hill provided the Board of Directors an update on negotiations for the Las Vegas Convention Center District (LVCCD) Campus Wide People Mover.

Chair Brown acknowledged a request from Member Goodman for a guest speaker to provide comments on this item.

Member Goodman provided thoughts on the importance of the reliance of Las Vegas on the tourism industry, and emphasized the Board of Directors' responsibility in their decision-making. Member Goodman informed of her research on the two top candidates for the LVCVA's people mover system, and stated she provided the attached results of that research to the CEO/President, CFO, and all members of the Board of Directors, highlighting comparisons in age and experience between The Boring Company and the Doppelmayr Group, underlining the importance of deliverability and costs. Member Goodman introduced Doppelmayr Group CEO, Dr. Markus Schrentewein, to provide comments to the Board of Directors.

Dr. Schrentewein provided information on the projects and experience of the Doppelmayr company including operations and maintenance of systems in Las Vegas and throughout the world, and shared thoughts regarding the bidding process and his belief that the ability to provide more detail and explanation with an open dialogue discussion would have resulted in a more favorable proposal.

Member Goodman asked Dr. Schrentewein if he was given a budget as to what was being asked, to which Dr. Schrentewein replied no. Member Goodman asked if he was given a layout of connections between halls, to which Mr. Schrentewein outlined the layout of their proposal with connections along the Las Vegas Strip.

Chair Brown asked Mr. Puschnig if this line of questioning was permissible in regard to the item on the agenda, to which Mr. Puschnig replied this is an information item and debate on the issues could be had during the discussion of moving forward with the contract, which is to take place on May 22, 2019.

Member Goodman requested that the Board put on the record that she requests reconsideration of the proposals and thanked Dr. Schrentewein for sharing his thoughts.

Treasurer Bowling provided comments on the unique opportunity the people mover system will bring to Las Vegas, echoed Member Goodman's comments regarding the importance of the Board of Directors' decisions and receipt of feedback, pointed out the process included a common, consistent, and fair Request for Information (RFI) and Request for Proposal (RFP) procedure including the formation of an evaluation committee who performed due diligence and provided consistent recommendations. Secretary Bowling emphasized that cost, safety, efficiency, and innovation have all been taken into consideration, and confirmed his confidence in staff's ability to negotiate a contract.

Member Michele Fiore acknowledged receipt of Member Goodman's report, highlighted the comparisons of the two companies regarding years of experience, projects completed, and risks, and asked why Doppelmayr wasn't reviewed further as a competitor for the people mover system.

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

### ITEM 10. Las Vegas Convention Center Metro Police Sub Station Expansion

Mr. Hill requested that the Board of Directors consider approval of the solicitation of Design Build proposals in accordance with NRS Chapter 338 for the Las Vegas Convention Center (LVCC) Metro Police Sub Station Expansion (the Project) as presented by staff.

### Fiscal Impact

The estimated cost of the project of \$10M is included in the fiscal year 2020 Proposed Budget and will be formally submitted to the Board of Directors after the Design Build solicitation and bid process.

Vice Chair Bill Noonan exited the meeting at 10:27 a.m., returned at 10:29 a.m.

Terry Miller of Cordell Corporation clarified this is a part of the Southern Nevada Tourism Infrastructure Committee's identification of the need for more officers, and provided a PowerPoint presentation outlining location, design, cost and procurement, and construction schedule.

Mr. Hill recapped a previous Board agenda item regarding a bond package for the acquisition of the Kishner and Siegel properties that included a request for the potential to use those bond proceeds for other capital improvements, and informed the Board of the intent to use the remaining \$12 from the \$80M bond issuance to fund this project.

Assistant Sheriff Tim Kelly of the Las Vegas Metropolitan Police Department (Metro) explained the benefits the expansion would provide in handling anticipated growth along the Strip with the addition and/or expansion of several properties, emphasized the need for additional space due to an uptick in service calls, described efforts in other space-saving options prior to the expansion request, and ensured safety of both visitors and citizens.

Member Goodman asked if there were any emergency management preparation plans for the LVCC, to which Assistant Sheriff Kelly replied all contingency plans are coordinated through the Emergency Management Office. Member Goodman recommended LVCVA staff be trained in emergency management, to which Sheriff Kelly informed there are several tabletop meetings through the valley with all partners regarding contingency plans.

Member Weekly thanked Assistant Sheriffs Kelly and Brett Zimmerman for previous conversations with the County Commission regarding the need for more cops, and asked what the timeline is for the Metro Sub Station expansion, to which Mr. Hill answered the groundbreaking is anticipated in late March or early April 2020, and a more accurate timeline will be available after the Design Build process, but the project should be done within a year from its groundbreaking.

Vice Chair Noonan asked Mr. Miller how any overages beyond the \$10M would be handled, to which Mr. Miller stated the exact language in the lease is yet to be documented, however, the LVCVA has agreed it will spend \$10M on the development of the project, and any additional costs beyond that will be discussed between Metro and the LVCVA in terms of priority of the remaining components. Vice Chair Noonan clarified if this will be a value engineering project, to which Mr. Miller confirmed. Vice Chair Noonan asked how the \$10M number came about, to which Mr. Miller explained Metro hired a local architecture firm that explored several iterations of designs and submitted those to an estimating consultant.

Treasurer Bowling emphasized the importance of the collaboration of the resort corridor properties and Metro for the delivery of safety in future events and conventions.

Member Fiore emphasized the importance of public safety and the Metro presence, and thanked the LVCVA for their due diligence in ensuring the protection of the public.

Chair Brown moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the solicitation of Design Build proposals in accordance with NRS Chapter 338 for the Las Vegas Convention Center (LVCC) Metro Police Sub Station Expansion (the Project) as presented by staff.

### **COMMITTEES**

ITEM 11.

### Las Vegas Convention Center District (LVCCD) Committee Report

The LVCCD Committee met on May 8, 2019, to discuss items A and B.

### LVCCD Committee Chair Chuck Bowling presented a report and gave the Committee's recommendation to the Board of Directors.

Item A. LVCCD Charter Review and Evaluation

Item B. LVCCD Phase Three Pre-Construction and Construction Services Contract NO. 19-4572

### Fiscal Impact

Item B

FY 2019: \$ 503,030 Estimated expenditure FY 2020: \$3,000,000 Estimated expenditure

Member Weekly exited the meeting at 10:51 a.m.

Mr. Miller outlined the progress of the LVCCD Project, highlighting Phase Three and its approval process, construction method, construction manager selection process, and the selected firm's approach and price proposal.

Treasurer Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to: 1) Approve the LVCCD Committee's recommendation of no changes to the LVCCD Committee Charter; 2) Approve the expenditure of a fixed fee amount of \$3,503,030 for pre-construction services and approve the Martin-Harris/Turner, Joint Venture contract for the Las Vegas Convention Center (LVCC) District Phase Three Renovation project (the Project); 3) Authorize the LVCVA Chief Executive Officer (CEO)/President, or his designee, to execute the contract documents; and 4) Authorize any residual unexpended balances to revert to available LVCCD funds.

Treasurer Bowling thanked everyone involved in all the milestones achieved for the LVCCD Project.

#### **DIRECTORS' RECOGNITION**

Member Pamela Goynes-Brown announced the grand re-opening of the playground at Nature Discovery Park, and the addition of a Red Lobster restaurant on "Restaurant Row".

Member Marilyn Spiegel expressed her enthusiasm for the upcoming ICSC and JCK shows, and expressed appreciation for the work of the LVCVA.

Member Fiore provided information on the recent opening of the Historical Haybarn in Tule Springs Floyd Lamb Park, an upcoming clean-up event, the recent Helldorado Parade and Las Vegas Days Rodeo, and upcoming Movies in the Park and Fishing Derby events.

Member Mary Beth Sewald announced a recent invitation from the White House for the Las Vegas Metro Chamber of Commerce (the Chamber) to speak on a roundtable panel in Washington, D.C. regarding the Chamber's insurance plan, and highlighted the Department of Labor's (DOL) high regard for the Chamber's management of its association health plan.

Las Vegas Convention and Visitors Authority Regular Meeting of the Board of Directors May 14, 2019 Minutes Page 8 of 8

Treasurer Bowling thanked Mr. Puschnig for his contributions to the LVCVA Board of Directors, the community, and to the LVCVA, and welcomed Caroline Bateman to the LVCVA.

Secretary Leavitt recognized Mr. Puschnig for his mentorship and acknowledged his consistent attendance at Boulder City State of the City Address events, provided information on the Boulder City Showcase and Historic Home Tour events, thanked Meg McDaniel of the LVCVA for her assistance in facilitating those events, and provided information on an upcoming Best Dam Barbecue event.

Members Marz and Goynes-Brown exited the meeting at 11:04 a.m.

Vice Chair Noonan thanked Mr. Puschnig for his service, encouraged the audience to visit the new Las Vegas Ballpark venue, announced an upcoming Audit Committee meeting and recognized Alan Moorhead of the LVCVA and his staff for their efforts in preparation of that meeting.

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

Aleta Dupree acknowledged staff's provision of audio files, emphasized the importance of consistency, innovation and transportation, and described examples of existing transportation systems.

Member Fiore exited the meeting at 11:07 a.m., and returned at 11:09 a.m.

Daniel Braisted discussed diabetes and the exploration of menu selections with less emphasis on meat due to its methane byproduct, suggested the addition of a committee with a focus on convention menus, and encouraged the promotion of free events to citizens.

Secretary Leavitt exited the meeting at 11:10 a.m., returned at 11:12 a.m.

Cyrus Hojjaty expressed his excitement for new hotel plans and the people mover system, and discussed gas prices, home prices, and investments.

Member Rapson exited the meeting via telephone at 11:15 a.m.

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Chair	Brown	adjourned	the	meeting	at ·	11.15	a m
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Respectfully submitted,	Date Approved: June 11, 2019
Silvia Perez Executive Assistant to the Board of Directors	Larry Brown Chair



## Las Vegas Convention and Visitors Authority MEMORANDUM

Date: May 14, 2019

To: LVCVA Board of Directors

From: Steve Hill

CEO/President

Re: Highlights and Accomplishments

Attached, please find a recap of highlighted activity and accomplishments by each division within the Authority for February 2019 – April 2019.

If you have any suggestions or questions, please give me a call at 892-2800.

### MARKETING

### <u>Advertising</u>

- Implemented several research projects including ethnojournals, focus groups, and national quantitative studies to continually update and understand today's Las Vegas brand.
- Partnered with Swoop airlines to surprise a 21-member family with a destination reunion in Las Vegas, celebrating the Family Day Canadian holiday (Feb. 18), and created various videos and content featuring several destination partners.
- **Switched to a new hotel offers process on VisitLasVegas.com**, which removes expired offers and makes it easier for hotel partners to enter offers on our site.
- Launched a comprehensive co-op advertising campaign with Edmonton Airport promoting four airlines that fly nonstop to Vegas (Swoop, Flair, WestJet and Air Canada).
- Created a new b-roll footage package that includes aerials of the destination for non-commercial use that will be distributed to media, sponsorships/events, and prospective meetings/convention and leisure clients.
- Translated Terms of Use and Privacy Policies for our websites to eight different languages ensuring GDRP compliance and a better experience for international customers.
- Launched Laughlin media program which includes radio, digital, social, and search targeting summer travel to audiences in Las Vegas, Phoenix, and Southern California.
- Created Exhibitor Appointed Contractor pages on VegasMeansBusiness.com which provides additional automation to the LVCC contractors application and renewal process.

### <u>Air Service Development</u>

- Participated in the Routes Americas Conference in Canada with McCarran International Airport, and won the esteemed Best Destination Marketing Award. Conducted 35 one-on-one meetings with current and prospective airlines serving Las Vegas.
- Executed a strategic network planning summit between joint venture partners
   American Airlines and Japan Airlines, which resulted in American Airlines applying
   to the U.S. Department of Transportation to operate service from Tokyo Haneda to
   Las Vegas.

- Spirit announced Burbank and Sacramento service with an estimated overall economic impact of \$235M per market.
- Swoop announced seasonal service from Kelowna, British Columbia with an estimated overall economic impact of \$11M.
- KLM Airlines has extended service from Amsterdam through March 2020 and is now considering annual service resulting in \$61.7M in economic impact.

### **Business Sales**

- DC office contributed 69 leads and 93 bookings for the month of February.
- Rebecca DeLuca, Sales Executive from our Chicago office began her terms as founding member of the Meeting Professionals International (MPI) Women's Advisory Board, and as President of Destination Reps, overseeing 45 CVB's.
- Successfully executed the first South Hall Redesign forum moderated by David Kliman, which consisted of eight senior meeting professionals from the association market, as well as TVS Design for exploring opportunities to create usability within the South Hall during off-peak periods.
- Successfully executed the first digital/attendance promotion activation at the IWA
   Outdoor Classic trade show in Nuremberg, Germany. In conjunction with the
   National Shooting Sports Foundation (SHOT SHOW) and The Venetian Resort, the
   goal of this activation was to drive interest to potential international buyers
   interested in attending the SHOT Show in Las Vegas in 2020.
- Identified four shows to potentially backfill the vacancy created by changes in the MAGIC 2020 show, successfully leasing new business with Firehouse World, a new trade show to the destination with approximately 4,500 attendees utilizing 300,000 gross square feet with an anticipated total impact of \$7.6M.
- Represented the destination at Society of Independent Show Organizer (SISO)'s CEO Summit in Miami and generated new lead opportunities with newly launched organizers entering the market. Leads once developed will represent growth industries in Las Vegas.
- Attended NorthStar IncentiveLive in Chicago and completed (23) one-on-one appointments, met five new account representatives, and generated two new leads for Las Vegas.
- Completed and **submitted RFI for a large trade show** currently looking at Las Vegas as possible venue for an 80,000-attendee show.

### Digital Engagement

- Hosted 11 social media Influencers with a collective following of over 1.2M on Instagram. The influencers created over 200 pieces of content resulting in over 5M impressions.
- The @LVCVA business Facebook account launched a new campaign to promote the various meeting spaces across the destination, with ads receiving over 2.5M impressions.
- In partnership with R&R, executed a content partnership with ALL DEF media in support of our first-timer campaign targeted to multi-cultural millennials.
- Executed an immersive theatre experience that engaged over 600 attendees at ITB Berlin, utilizing a 270-degree projector to display Futuristic Playground by Beeple, a virtual reality video we created that was inspired by an artist's trip to the destination.
- Executed an Instagrammable pop-up that engaged 683 interactions at IWA in Germany, generating awareness to attendees that IWA will be held in Las Vegas in 2020.
- In partnership with R&R, hosted seven domestic social media influencers with a collective following of 718K. The influencers created over 40 pieces of social content that highlighted the destination's key verticals.
- Hosted three influencers from the UK with a combined following of over 266,000,
  collectively creating over 58 Instagram posts and stories highlighting their various
  experiences within the destination resulting in over 69,000 engagements and 2M
  impressions.
- Produced a three-day activation bringing the essence of Las Vegas to Brazil by
  transforming a trendy lounge in Sao Paulo with signature cocktails by the Venetian
  Resort and Vegas-inspired music. Sales clients, mission partners, journalists and
  social influencers were hosted on the first night, and the following two nights were
  open to consumers utilizing social currency for entry.
- The LVCVA partnered with Cannon Cameras, Air Travi and three influencers from South Korea to create localized content for our South Korean social channels. The content will also be distributed across Cannon's South Korean channels as well as Air Travi's. The influencers created content which went live at the end of April with performance metrics to follow.

### Event Design

- Partnered with Lip Smacking Foodie Tours to create a new experience for a client event in San Jose, CA receiving positive feedback from our clients and participating hotel partners.
- Supported the pre-planning & on-site event execution of inaugural Global Sports Business Summit, in partnership with LVGEA featuring over 20 of the top minds and brands in sports to discuss the landscape of sports business, the future of sports sponsorships & partnerships, and the economic development opportunities surrounding sports.

### Extended Destinations

- Enhanced community outreach efforts through a presentation to the Mesquite Chamber of Commerce, and an additional presentation to the Las Vegas Territories about Extended Destination offerings.
- Entertained 14 clients at the Zac Brown Band concert, immediately generating three RFPs for Laughlin for 200 total room nights, one of which has already been converted to a booking for the destination.
- Helped secure the Arizona Airports Association Spring Conference held April 13-17 in Laughlin for 127 attendees, **generating 388 room nights** including a 50-person golf tournament.

### Global Sales

- The LVCVA and the Consumer Technology Association (CTA)® announced a partnership with the Las Vegas Metro Chamber that marks the next major step in demonstrating to the world that 'Vegas Means Business'.
- Attended and exhibited at seven events in nine cities inclusive of more than 120 one-to-one appointments with receptive and tour operators from around the world and reaching over 2,000 travel trade professionals.
- Conducted a wide scale promotion for the National Plan for Vacation Day including six video vignettes, the National Plan for Vacation toolkit, and a VisitLasVegas.com itinerary builder, that were shared with over 90,000 travel advisors.
- Hosted an event for 28 resort partners and 100 Japanese, Korean and Chinese Receptive Operators who in turn took part in 532 pre-scheduled appointments at Southern California Asia Receptive Sales Blitz.

- **Finalized the RFP process for our new Learn and Earn program**, and selected Travel Relations to build our Tracking and Rewards program, and TravPro Mobile to build our training module and app.
- Signed two new MOUs with World Trade Center (WTC) Queretaro and WTC Dublin, to help facilitate international travel and support airline service development.
- Worked closely with Clexacon event producers to help grow their Las Vegas program now welcoming over 4,000 lesbians and allies from domestic and international markets to the Tropicana for a four-day program.
- Rafael Villanueva recently received North America Journeys (NAJ) Group's first
  "Tour and Travel's Person of the Year" award. NAJ Group is a producer of travel
  industry conferences that focus on international receptive and tour operators.
- Gathered of all four Mexican Airlines, Top Mexican Tour Operators, and 20 Resort
  Partners for the Mexican Airline & Trade Partner Retreat, a day and a half of
  creative thinking, education about the travel tendencies of the Mexican traveler,
  unique-experience FAM agenda and team building activities.
- Conducted Japan, South Korea and China sales calls with the top airlines (American, Korean, Hainan), the US Embassy, and top tour operators to keep the destination top of mind leading into the Japan/Korea Sales Mission, April 15-18, 2019.
- Exhibited with 8 resort partners at ITB Berlin and held 36 appointments leading to 7 potential new FAM trips.
- Executed nine events in seven days with 20 resort partners for Western Canada Sales Mission in Calgary, Edmonton, Kelowna & Vancouver offering networking opportunity events with 360 travel trade clients and 350 WestJet Employees at their Calgary Call Center.

### Industry Initiatives/Industry Relations

 Krista Darnold was appointed to the Commission for the Las Vegas Centennial and the Mob Museum Board of Directors.

- Met with the Nevada Congressional Delegation in Washington D.C. to garner support of our application for a new air service route between Tokyo, Japan and Las Vegas. Las Vegas has been working for direct service with Japan Airlines (JAL) for more than ten years and if awarded, this service will be operated under the AA Flag, a first for a domestic carrier to fly over a hub offering direct service to McCarran International Airport.
- Received board approval, and moving forward with the LVCVA corporate website
  redesign by spearheading department head meetings and project team progress
  calls and deliverables.
- Engaged thirteen educational institutions from the local hospitality and culinary workforce sectors to provide content to the U.S. Travel and Tourism Advisory Board for the creation of a National Workforce Training and Best Practices Strategy.
- Presented the final recommendations report of the National Advisory Committee
  on Travel and Tourism Infrastructure to Derek Kan, Under Secretary of Policy for the
  U.S. Department of Transportation which will be used in the formation of the 20year strategic plan for the DOT as mandated by the FAST Act.
- Completed the Destination Marketing Accreditation Program (DMAP) annual progress report which is globally recognized and serves as a visible industry distinction that defines quality and performance standards in destination marketing and management.
- Co-created a one day event in Los Angeles in support of International Sales which attracted over 85 receptive tour operators representing 42 companies and 31 local partners representing 25 companies. Las Vegas Hotel Stakeholders and Mission partners met with Asian Receptive companies representing clients from Japan, Korea, and China in one on one meetings.
- Coordination of the 2019 Global Meetings Industry Day (GMID) where 250 industry professionals, including top domestic & international meeting media, gathered at HyperX Esports Arena at the Luxor and received a presentation highlighting how the meetings industry can utilize sports and special events to amplify programming. Chris Brown of the National Broadcasters Association also delivered congratulatory remarks for Las Vegas' 25th year as TSNN's Top Trade Show Destination.

### International/Business/Corporate Communications & Public Relations

- Hosted 31 media from 11 countries for the Ultimate Vegas Sports Weekend. Countries included Canada, UK, MX, Japan, China, Brazil, Denmark, Sweden, Germany, and Italy. Coverage ran in more than 28 publications with circulation of more than 3.5 million and 18 million unique visitor mentions.
- Executed a press conference at ANATO trade show in Bogota, Colombia attended by 79 media and included presentations by LVCVA, MGM Resorts, Caesars Entertainment, My Ultimate Vegas, Elite Travel Group and Copa Airlines.
- Hosted 36 journalists from 9 countries during the month of April.
- Completed integrated marketing mission with public relations and sales in Japan and Korea; conducted appointments, interviews and one on one meetings to develop relationships and reinforce key messages with Japanese and Korean media.
- Executed a cocktail class with Venetian mixologist Juyoung Kang for 10 lifestyle
  journalists as part of the digital "speakeasy" activation in Sao Paulo during WTM
  Latin America.
- Welcomed six LA media to a lunch event at The Factory Kitchen as part of the Las Vegas Uncork'd media upfront, including reporters/contributors for CBS, The Daily Meal, LA Splash, LA Weekly/LA Magazine/ PopSugar Food, SoCal Restaurant Show and About.com, and supported Chef Lorena Garcia's appearances on The Talk and Hallmark's Home & Family.

### Leisure Sales

- Concluded two airline support events with Spirit, delivering our brand messaging and information on the new routes to 60 travel advisors.
- Sponsored Travel Agent Forum event for 1000 attendees that included brand messaging, a trade show component, Pre-Fam trip for Avoya advisors, and a reception at Discovery Museum.
- Exhibited at the three-day 2019 AAA Travel Show that hosted more thank 18K consumers. During the show, Specialty Markets Manager Jim McMichael gave a "Destination Update" presentation to 30+ consumers.

### Research Center

• Updated and posted construction bulletin of tourism-related projects.

- Crafted a slide presentation illustrating trends and behaviors of generations.
- Compiled aviation analyses in support of time-sensitive air development efforts.
- Completed and distributed annual visitor profiles for Las Vegas, Laughlin, and Mesquite to community and industry stakeholders, and shared highlights of the LV Visitor Profile with Board of Directors and members of the media.
- Participated in workshop with Association meeting planners to assess long term opportunities with LVCC South Halls.
- Contributed tourism perspective in semi-annual small gathering of local economic and data experts organized by the UNLV Center for Business and Economic Research (CBER).
- Compiled market data to assess recent trends in Laughlin and surrounding markets.
- Contributed F&B-related customer experience data to support Operations teams discussions with vendor.

### Specialty Markets

• Visited with six top MICE accounts in Bogota, Colombia and hosted client luncheon in partnership with COPA Airlines to introduce Las Vegas as a destination for this business market. Returned with one service booking for May 2019 and one lead for summer 2020.

### Sports Marketina

- Hosted the inaugural Global Sports Business Summit in partnership with the Las
   Vegas Global Economic Alliance as part of the Ultimate Vegas Sports Weekend
   featuring some of the top minds and brands in sports to discuss the landscape of
   sports business, the future of sports sponsorships and partnerships, and the
   economic development opportunities around sports.
- Hosted the 2019 Ultimate Vegas Sports Weekend featuring NASCAR, USA Sevens Rugby, UFC, Vegas Golden Knights, Tuff Hedeman Bull Riding, Las Vegas Aces, UNLV, Las Vegas Lights, and the Las Vegas Aviators and included interactive experiences, athlete appearances, and the ultimate tailgate party.
- US Figure Skating selected Las Vegas to host Skate America, an Olympic-style international event in October 2019, as well as the International Skating Union Congress in June 2022. The Congress features more than 500 international representatives from both figure skating and speed skating.

• Redeveloped the Travel Trade/Leisure Sales initiative to reach 17,000 domestic travel agents and tour operators with the "Las Vegas is Sports" message.

### **OPERATIONS**

### **Overall Operations**

- Kicked off Digital Strategy project with consultant from id8 and LVCVA team.
- Successfully negotiated Cox technology services contract extension.
- Negotiated the final handover date for Cashman Center to the City of Las Vegas on May 10, 2019.
- **Held the first LVCC Sustainability Committee** which was comprised of 16 members representing various building departments and partners.
- Testing new technology projectors in the lobby areas with Cox Business. Projectors will allow shows to use video technology in prime locations throughout the facility with the potential to generate revenue for both Cox and the LVCVA.

### Client Services

- Achieved an overall recycle rate of 76% for January shows, and 75% for February shows, which were increases as compared to the previous year's rates of 72% in January 2018, and 40% in February 2018.
- Waxie Innovation Show Collaborated with Waxie (one of our major janitorial supplies vendors) to craft a two session 2-hour presentation of latest technology products.

### Convention Services

- Participated in the "Impact NV" board meeting to talk about difficult subjects including human trafficking. Facilitated the Social Equity Impact Fund event:
  - o The topic was Human Trafficking and Pathway to Citizenship.
  - Looked at how the fund can be best used to assist other groups that provide services in this space.
  - Discussed how best to create awareness.
  - o Finding potential road blocks and social issues that need to be overcome.
- Moved the Exhibitor Appointed Contractor (EAC) registration form to an online format.
- Conducted emergency protocol procedures with Customer Safety, including the implementation of a new Power Outage Plan for the Convention Services department and a new checklist for quick access of important items to cover in the event of an emergency.

### Customer Experience

- Centerplate presented several new concepts during NAB including a permanent Wetzel's Pretzels location in Hall C3, portable carts showcasing coffee and light refreshments throughout the venue, and the launch of a healthy options menu in Lucky's and Aces.
- During NAB, Cox implemented "Cloudport", an innovative secure service and reliable Ethernet connection from the exhibit booth to major cloud-based applications.
- Maria Ramirez, Destination Services Manager, was awarded the "Excellence in Tourism Award – Las Vegas Territory" for her strong work as an adviser and being instrumental in the creation of two annual Las Vegas Territory Board retreats and serving on the territory's website and scholarship committees.

### Customer Safety

- Customer Safety's Department Head is the newest member on the Board of Directors for Exhibition Services and Contractors Association (ESCA). ESCA is dedicated to the advancement of the exhibition, meeting and special events industries by promoting cooperation among all areas of the exhibition industry.
- Conducted Crowd Manager training for 314 LVCVA ambassadors. Local fire codes require a ratio of one trained crowd manager per 250 event attendees.
- Completed a successful test of the LVCVA's Mass Notification System. 870 ambassadors across 2,788 paths (voice/text/email) responded. Only seven ambassadors were unreachable, which has since been resolved.
- In process of reviewing the LVCVA's current business continuity programs for improvements, updates and enhancements, through an engagement with a former Clark County Emergency Manager.
- Attended Southern Nevada Counter Terrorism Center (SNCTC) quarterly (SECRETlevel), sector-specific classified briefing, designed to provide attendees with a current threat picture and provide information on tactics, techniques and procedures being used by terrorist organizations.
- The Las Vegas Convention Center was identified as a location for sheltering needs
  in a comprehensive shelter study regarding Clark County's preparedness to
  provide widespread shelter in an emergency. Conducted by Crisis Ready Group,
  this study was designed to provide a road map to better prepare for future shelter
  and mass care needs.

### **Engineering**

• Senior Manager of Engineering Joe Toro has continued working to improve electrical issues to raise the RiskMark score in the annual inspection report, increasing the numbers by 11 points and raising the score to 85% of the potential thus far. Mr. Toro has also completed studies and is now a certified ProFMTM.

### Facilities Operations (Cashman Center)

• Completed final disposition plan for all LVCVA Cashman assets: auction, remain at CC, transfer to LVCC and completed final coordination with staff from the City of Las Vegas.

### **FINANCE**

### Overall Finance

- Received Distinguished Budget Presentation Award for the 30th consecutive year, from the Government Finance Officers Association (GFOA) for the FY2019 budget. This is the highest form of recognition for meeting the highest principles in governmental budgeting. Satisfaction of nationally recognized guidelines are required to receive the budget award.
- Rolled out the Concur Travel system, which allows ambassadors to now manage their own travel through applications on their phone, allowing easier and safer travel, and valuable time to focus on their business. Rollout was extremely successful with 165 ambassadors receiving training with an immediate online adoption of 80%, which means only 20% of reservations required the assistance of a travel agent. Previously, 100% of reservations were booked through an in-house travel agent. This brings our average cost per reservation from \$87 to \$7, resulting in a 92% reduction in direct costs. The external travel agency component of this system is available 24/7/365, giving our ambassadors constant personal support.
- Hosted Moody's and Standard & Poor's (Bond Rating Agencies) onsite for presentations on upcoming bond issuances, and included updates on the LVCVA's key credit strengths and proposed budget. Attendees were also taken on a site tour of the LVCCD expansion site.
- The **Tentative Budget was completed** and presented to the Board of Directors on April 9, **and subsequently submitted to all required agencies** as required by the Nevada Department of Taxation.

### Audio/Visual (FEBRUARY MARCH & APRIL)

- Two A/V Supervisors created a "Staffing Model Metrics-Hour Tracking" spreadsheet showing the allocation of A/V Tech hours spent supporting shows, internal & external meetings, repair & maintenance, and other duties. This collaborative spreadsheet allows for tracking and forecasting of A/V Tech support needed for each shift.
- Dispatch/Customer Safety Intermediate Distribution Frame (IDF) Enhancement Project - Relocated existing LVCVA and Cox network hardware in the extremely small wall-mounted rack located in Dispatch and replaced 50+ existing cables, allowing maximization of network space and making the system more efficient.
- Initiated an A/V support review with the City of Las Vegas to evaluate the current technology during events at Cashman, providing the City preliminary operational information for determination of resources to support the stadium for a smooth technology transition on the May 10 transfer.
- Created Audio/Visual Cross Training Program with other LVCVA Departments in which ambassadors will be able to train with the A/V Department to learn daily responsibilities of delivering/troubleshooting audio/video services to meeting rooms, lobby areas and exhibit halls.
- The Telecommunications Department made necessary programming changes to phone extensions affected by recent changes as a result of the VSP, several interoffice moves and new hires on the 2<sup>nd</sup> and 3<sup>rd</sup> Floor Admin offices. Calls are now routing properly, extensions are programmed correctly, and calls can be answered by the appropriate ambassadors in each department.

### Information Technology

- Implementation of Proofpoint Targeted Attack Protection which detects malicious threats and allows us now to view our top users at risk based on email threats they receive and suspicious login attempts into their account.
- Began testing new Identity Server software to accommodate unified login security protocols, enabling a larger group of ambassadors access to upcoming computer-based applications.
- **Installed new Storage Area Network** providing over 16 terabytes (TB) of solid-state flash storage with greater speed and reliability for the LVCVA's main server cluster which hosts over 87 virtualized servers.

- Upgraded the IT backend and network for our remote offices in Chicago and Washington DC, doubling the speed and reducing monthly costs by over \$1,300.
   Specific upgrades included a new local server, a new WAN/Internet connection back to the main LVCC data center, and a new firewall.
- Completed PC and laptop equipment benchmarking and ambassador evaluation testing for fall technology refresh, replacing approximately 362 systems companywide; selected manufacturer and vendors to solicit quotes. Completed quantity projections to assist in finalizing RFQ, board agenda item and purchasing process.

### Purchasina & Business Services

• **Prepared a variety of competitive procurements** including South Hall roof recoating, sales listing agreement for commercial real-estate broker, campus wide-people mover recommendation, and multiple energy agreements for potentially leaving the grid.

### **PUBLIC AFFAIRS**

### Public Affairs Overall

- Garnered coverage in more than 1,200 national news media outlets regarding The Boring Company (TBC) collaboration announcement resulting in more than 1M impressions and \$1.3M in PR value.
- Worked with key executives, local industry partners and media, where necessary, regarding client, Board of Directors, and internal staff communications and media statements regarding the following:
  - Las Vegas Boulevard parcel potential land sale
  - o The Boring Company agenda item
  - o Pursuing the path of two renewable energy options
  - General counsel departure and agenda item pursuing the hiring of a new attorney
  - Chief Marketing Officer resignation
  - New Senior Vice President of Communications and Government Affairs
  - Ongoing LVMPD investigation

- Collaborated with elected officials and key stakeholders to produce letters of support for the following:
  - Yucca Mountain opposition to U.S. House of Representatives and U.S. Senate
  - Passenger Facility Charge (PFC) cap increase inclusive of a caveat allowing individual airports flexibility to, at their discretion, increase the fee within the range of the cap to Congresswoman Dina Titus for use during the March 2019 Public Facility Charge hearing
  - British Airways long-term partnership appreciation to British Airways Senior Vice President of North American Sales
  - Congratulatory note in recognition of U. S. Travel Association's Distinguished
     Travel Champion Award to Senator Cortez-Masto.
- Worked with Clark County Public Information Officer, their lobbyist, LVCVA CMO
  and general counsel providing usage per the trademark regulation of the Vegas
  Strong heart logo for inclusion on the commemorative license plate.
- Developed internal and media communications regarding the impending closures of the Laughlin and Boulder City visitor information centers.

### Host Committee

- Conducted 3<sup>rd</sup> and 4<sup>th</sup> Quarter Host Committee Advisory Council Meetings focused on sports activations and National Travel & Tourism Week initiatives
- Welcomed more than 1.5K sports fans at the Host Committee booth during the Ultimate Vegas Sports Weekend with Valley High School Academy of Hospitality and Tourism student volunteers
- Welcomed over 3K basketball fans at Westgate Hoops Central Kick-off and Golden Nugget March Fever events disseminating basketball drawstring backpacks and conducted an interview with Brian Blessing for sports radio

### Las Vegas News Bureau

- Shot, edited and distributed images from 118 assignments.
- Processed 124 photo and video requests, with Published/broadcast images reaching an audience of over 622M and a value of over \$1M
- Filmed and edited 10 National Travel & Tourism Week public service announcements from interviews with hotel, attraction and hospitality workers across the destination.
- Designed and produced a photo exhibition "From Zero to 60 and Beyond," celebrating the 60th anniversary of the Las Vegas Convention Center, which will be on display in the Clark County Rotunda from May 1 June 4.

- The "Las Vegas Lineup," interactive exhibition created by the Las Vegas News
  Bureau and the Nevada State Museum, was awarded the 2019 CIMA Special
  Projects Award at the Conference of Intermountain Archivists Awards Committee
  and the CIMA Council.
- Community exhibitions:
  - March 12 to May 7 "Vintage Vegas: In Color by Las Vegas News Bureau,"
     Whitney Library
  - o January 22 to March 15 "Las Vegas Lineup" Dondero Community Center

### LVCVA Newsroom

- Published 30 stories with 189 photos and 44 videos.
- Overall page views: 26,738; overall content views: 8,222

### LVCVA Newswire.com

- Published 41 stories, slideshows and video posts, with 9,955 page views, 2,115 Facebook impressions, and 12,758 Twitter impressions.
- 663 weekly newsletter subscribers as of 4/26.

#### LVCCD PROJECT

 Milestones in the LVCCD construction project include the construction of meeting rooms reaching the top floor of the complex, and formation of the first piece of vertical steel for the 600,000 sq. ft. exhibit hall. Through February, the total labor force employed on the project is over 1,200 construction personnel, with project completion at 13% as of March 1.

### **PEOPLE AND POSSIBILITIES**

### Organizational Development:

- Hired Lori Nelson-Kraft as SVP of Communications and Government Affairs as of 5/13/19. Lori's 25 years of public relations experience includes almost 15 years as Vice President-Corporate Communications for Station Casinos responsible for the strategic development, implementation, and evaluation of the Company's public relations activities, media and communication relations, and serving as the company spokesperson. Lori previously served as the Associate Director of Public Relations for R&R Partners and as owner of PRceptions Public Relations, a small PR agency in Las Vegas. Lori currently serves on the Las Vegas Events Board of Directors, as Board of Trustee for the Las Vegas Metro Chamber of Commerce, the Board of Directors for Noah's Animal House, and the Domestic Violence Resource Center in Northern Nevada. Lori's extensive experience and strong media relationships bring both internal and external communications and public relations efforts for the LVCVA to the next level.
- Hired Fletch Brunelle as VP of Marketing as of 4/8/19. Fletch served in several roles with MGM Resorts from 1992 until he joined us, including Senior VP of Customer Care, Senior VP of Hotel Sales-Marketing and Distribution, and VP of Leisure Sales. Fletch provided strategic leadership and oversight, ensuring attainment of key performance indicators, including: revenue, guest service, operational excellence, and employee satisfaction. As a strategic, execution-focused, marketing-driven, customer service oriented, collaborative "make it happen" leader, Fletch has created environments for successful realization of short and long-range goals. We are excited to add him to the Marketing leadership team.
- Hired Randy Shingleton as VP of Facility Operations as of 5/6/19. Randy will oversee Engineering and Client Services for the LVCVA with an extensive operations background including the University of Missouri-Kansas City as the Director of Facility Operations, Director III-Maintenance and Operations for the Clark County School District, and Project Engineer for Kiewit Construction/Reynolds Electrical & Engineering Company. Randy served in the United States Air Force as an Air Force Captain (Orbital Analyst) at Peterson Air Force Base/Cheyenne Mountain. We are excited to welcome Randy back to Las Vegas and look forward to his leadership in increasing efficiency and effectiveness in operations.

- Hired Caroline Bateman as Legal Counsel as of 6/10/19 pending Board approval. Ms. Bateman is currently employed as the First Assistant Attorney General at the Nevada Office of the Attorney General, where she has been employed since 2015. Prior to that, she was employed as a Deputy District Attorney with Clark County. Caroline is a standout candidate, possessing relevant experience in every key component of the Legal Counsel position, including:
  - Open Meeting and Public records
  - Board and Commission Experience
  - Contracts
  - Government Affairs

Caroline is a loyal Nevadan and excited about the LVCVA's mission, committed to the growth and success of Southern Nevada. We are excited to welcome her to the LVCVA.

### Learning and Development:

- Kickoff of the implementation of Learning Management System (LMS) software enabling the LVCVA to offer online learning utilizing coursework contained in the system and allowing the LVCVA to create custom courses. Functionality includes electronic self-scheduling, tracking and reporting.
- Communicated revised Business Ethics policy to all LVCVA ambassadors via live training classes.

### Diversity and Inclusion:

- Developed collaborative relationship with other local public entities to discuss diversity and inclusion policies & best practices, and share thoughts on policy, committees, events & activities, and training & communication.
- Enhanced diversity recruitment efforts by utilizing diversityworking.com and workplacediversity.com for all external job advertisements as well as utilizing the Monster Diversity Job Network, which posts to 30 additional diversity sites. Job postings are distributed to and posted by the Asian, Urban, Latin and National Gay Chambers of Commerce.

### **AUDIT SERVICES**

- Issued audit reports for R&R and Cox reviews.
- Completed validation of Voluntary Separation Program payouts.
- Started transition to operational reviews with draft of new procedures and implementation of flowcharting software. This will be used for audits and provided to process owners for their use.
- Completed risk assessment and drafted 2020 audit plan.

- Completed work in preparation for peer review, planning for its completion this year.
- Issued reports for VSP and Payroll audits, completed work on Travel & Entertainment audit, started work on LVE and Centerplate audits.

#### LEGAL

- Continued legal assistance with the "off the grid" 704B application and NGR 2.0 tariff energy alternatives.
- Continued work on potential sale of Strip property.
- Completed the Siegel real property swap transaction.
- Completed the Cashman real property transfer documentation in preparation for the May 10, 2019 transfer.
- Began process to obtain required insurance for Phase Three of the Expansion.

### ROSSI RALENKOTTER CONSULTING WORK

- Attended U.S. Travel Association Board of Directors meeting in Washington, D.C. Reported back on USTA industry advocacy efforts.
- Assisted with Las Vegas Ballpark opening process.
- Assisted with transfer of Cashman Field to City of Las Vegas.
- Assisted with analysis of Las Vegas Bowl and in planning for future of the event.
- Provided concepts that could be included during Las Vegas' hosting of the NFL 2020 Draft.
- Provided ideas with respect to marketing in conjunction with new flights to Las Vegas and near one-stops.

Dear Fellow Board Member of the Las Vegas Convention and Visitors Authority:

Southern Nevada's convention and tourism industry generates \$60 billion dollars annually, supports half of the region's total workforce, and hosts a quarter of the country's 250 largest trade shows. It is our paramount responsibility as board members of the Las Vegas Convention and Visitors Authority (LVCVA) to protect this industry which is beyond critical to our economy and our future.

With a billion dollar expansion underway at our Convention Center, which will grow exponentially, the safe, effective, and cost-efficient transportation of conventioneers is essential to its success. Now is NOT the time to experiment with an untested, unproven transportation system that will impact our region's MOST IMPORTANT INDUSTRY.

The Request for Proposals that was issued for a people mover included vague guidelines (up to 7 potential stations) and offered <u>no projected budget</u> (Addendum #3 Issued 1/31/19). The proposal evaluation team/process was not transparent and I, for one, was not even contacted for a potential meeting about staff's recommendation until four days before the board meeting which was not sufficient lead time.

I thereafter learned that the second ranked proposal was submitted by a 125-year-old company, Doppelmayr, which has constructed efficient, reliable people mover systems in Las Vegas and boasts 15,000 systems worldwide. The first ranked proposal currently under consideration is from a 3-year old applicant that to date has completed ZERO functional systems.

While there is a time and place to support innovation and experimentation, it should NOT be with our most important economic driver. It is our duty to protect this State's convention business, so I am requesting reconsideration of these proposals.

Warmest Regards,

Mayor Carolyn G. Goodman

Member, LVCVA Board of Directors

7/2011 to 5/2015 and 8/2016 to present

### **Doppelmayr Vs. Boring Company**

### **Considerations for LVCVA People Mover Contractors**

### Submitted by Mayor Carolyn G. Goodman

### May 14, 2019

Company	Doppelmayr	Boring
Years Operating	125 years	3 years
Functional Projects Completed Worldwide	15,000	0
Projects Completed in Las Vegas	Mandalay/Luxor/Excalibur & Bellagio/City Center/Park MGM people mover systems	0
Vehicles Proposed	Two 3-car (linked) trains (like those at Bellagio/MGM) on dual trackway constructed simultaneously	Tesla Model X & Model 3 vehicles (multiple going in each direction in two (2) side by side, separate 13.5 foot diameter tunnels
Passengers per Vehicle	168/train	5-16/vehicle
Vehicle Type Required	Trains similar to those already operating in Las Vegas	ONLY Tesla vehicles; Tesla lost \$702 million in first quarter 2019.
Ownership of Vehicles	Owned by LVCVA	Owned by Boring; leased by LVCVA
Stations Proposed	3 - 5 above ground*	3 - 4 underground**
Elevators & Escalators Required	YES	YES
Paid Staff Presence Required at Stations	NO	YES directing passengers safely to vehicles
Underground Fire Suppression System Required	NO	YES (may significantly increase costs upon final approval due to battery fire risks)
Cost Proposed	\$85 million for proposed 3 stations*	\$35 - \$66 million (variable) for proposed 3 – 4 stations
Maintenance	\$3.1 - \$4.1 million/year for	\$3.4 - \$5.2 million/year for
Agreement/Cost	3 – 5 stations	3 - 4 stations
Description	Traditional above-ground people mover	Underground lane for express travel akin to HOV lane for Tesla- only vehicles
Risk to LVCVA	LOW	HIGH

<sup>\*</sup>Doppelmayr's original bid was based on direction given in the request for proposals (RFP) that said, "No budget has been established for the campus wide people mover." Doppelmayr has developed a lower cost option based on firmer, proposed considerations (for \$85 million).

<sup>\*\*</sup>No excavation to date except that done by the contractor for the building expansion

# The state of the s

ABOVE GROUND PROPOSAL

Figure 18 - Design Option 1 Boring Company RFP Option 1 (\$30.4 - 49.5) 3 Stations

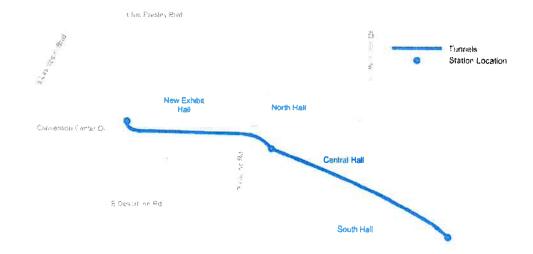


Figure 20 - Design Option 2 Boring Company RFP Option 2 (\$33.9 - 66.1) 4 Stations

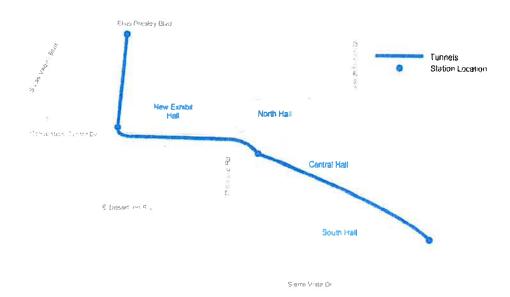
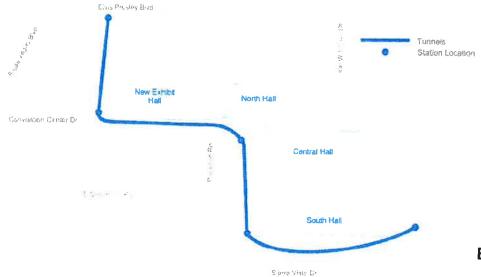


Figure 21 - Design Option 3 Boring Company RFP Option 3 (No Pricing Given) 5 Stations



Boring Company
UNDERGROUND PROPOSAL

#### Las Vegas Convention and Visitors Authority Testimony (previously submitted)

#### Comments from Mayor Carolyn G. Goodman on March 12, 2019

As Mayor of Las Vegas, I would like to go on record with serious concerns about the proposed contract between the Las Vegas convention and Visitors Authority (LVCVA) and the Boring Company for underground transportation services at our expanding Convention Center.

Conventions drive the tourism industry in Las Vegas, our single largest industry. It is therefore imperative that the transport of conventioneers be handled safely, efficiently, effectively and swiftly. I first addressed the importance of connectivity at the Convention Center four years ago, believing that inter-transportation should be built into the expansion plans with an eye toward best practices in other cities. During early discussions about the expansion, I stressed that moving people about the new, sprawling facility would be paramount. I believed the Board would be presented with options and documented, success stories to consider when selecting this all-important contract.

Therefore, I am now perplexed as to how the RFP for this critical service was issued so quietly and a contract recipient selected without ANY PRIOR BRIEFING to multiple members of this Board. This type of final decision making has come to characterize the decision-making process at LVCVA as of late and is not transparent nor inclusive. The selection and exploration process of <u>any transportation contract</u> must be seriously scrutinized and must include exploration of <u>tested and true</u>, innovative models like those that already exist in Denver, China (Beijing Metro), and South Korea. Fentress Architects, the architects for the Denver Airport (33,531 acres), for example, has designed over 20 terminals, airport city master plans and design competitions, including some of the world's best airport terminals such as Incheon International Airport in Seoul, South Korea. The Denver automated guided transit system, known as the "people mover" in Denver, was based on a successful system at the Atlanta Airport designed by Westinghouse Electric in Pittsburgh and German corporation Adtrand. Let us consider the following:

- 1) How widely was the RFP for this contract distributed? My office received a letter from a company in Brazil that indicated it had not been notified, and I imagine there are others.
- 2) WHY were the evaluations of proposals and recommendations made without inclusive notification to Board members prior to this meeting?
- 3) Has there been any excavation or engineering at the site to prepare for any underground transport system?
- 4) So WHY this company, Boring?
  - A) According to its own web site, The Boring Company indicates construction of an underground loop can cost up to \$1 Billion per mile, and the proposed LVCVA route is 2 miles.
  - B) Boring has ANNOUNCED projects, including one from downtown LA to Dodger Stadium that has yet to be realized.
  - C) Another has been announced from Downtown Chicago to O'Hare Airport, also yet to be realized.
  - D) The Hawthorne City Council authorized an easement on several properties in front of its airport in exchange for Boring paying a \$2.5 million encroachment fee; however, that fee <a href="has NOT been paid">has NOT been paid</a> (staff report receipt of just \$84,000), and the only thing completed is a 1.14 mile TEST tunnel in Hawthorne--NOTHING has been open to the public.
- 5) During a special session in 2014, Tesla, also owned by Elon Musk, owner of The Boring Company, received \$1.3 Billion in tax credits over 20 years with the promise of 22,500 jobs. As of today, there are 7,000 people employed at a battery factory. To fund this, \$70 million of the \$80 million Nevada Film Tax Credit was reallocated without notification in a special session.
- 6) At our own Apex Industrial Park in North Las Vegas, hyper-loop tunnel tests were conducted in 2016 and 2018, but the technology is not operational. Similar test sites in France, China and the United Arab Emirates <a href="https://example.com/harmonics/harmonics-north
  - THE BORING COMPANY DOES NOT HAVE ANY DOCUMENTED SUCCESSES NOR A TRACK RECORD OF ACHIEVEMENT; it is exploratory at best, and now we are considering handing over the reins of our most important industry. WHY?

## **MINUTES**

Public Hearing on the Budget and Board of Directors Meeting May 22, 2019





#### Public Hearing on the Budget and **Board of Directors Meeting** May 22, 2019 Minutes

The Public Hearing on the Budget and Board of Directors Meeting of the Las Vegas Convention and Visitors Authority (LVCVA) was held on May 22, 2019, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

#### **Board of Directors**

Present unless otherwise noted

Commissioner Larry Brown, Chair Mr. Bill Noonan, Vice Chair Mayor Pro Tem Peggy Leavitt, Secretary Mr. Chuck Bowling, Treasurer Councilwoman Michele Fiore Mayor Carolyn Goodman Mayor Pro Tem Pamela Goynes-Brown

Mr. Tom Jenkin.....via telephone Mr. Gregory Lee Councilman John Marz Councilman George Rapson.....via telephone Ms. Mary Beth Sewald Ms. Marilyn Spiegel

Commissioner Lawrence Weekly

Steve Hill, CEO/President

Luke Puschnig, Esq., CEM, Legal Counsel

Ed Finger, Chief Financial Officer

Lori Nelson-Kraft, Sr. VP of Communications & Government Affairs LVCVA Executive Staff in Attendance

> Brian Yost, Chief Operating Officer Barbara Bolender, Chief People Officer

Terry Jicinsky, Senior Vice President of Operations

#### **OPENING CEREMONIES - CALL TO ORDER**

Chairman Larry Brown called the meeting to order at 2:00 p.m.

**FLAG SALUTE** The Pledge of Allegiance was performed.

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

Aleta Dupree provided thoughts on the impacts of agenda item 1, and commented on the importance of the examination of various options regarding agenda item 6.

#### **APPROVAL OF AGENDA**

**APPROVAL OF** THE AGENDA

Vice Chairman Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Members George Rapson and Tom Jenkin via telephone, to approve the May 22, 2019, Public Hearing on the Budget and Board of Directors Meeting agenda.

#### PRESENTATIONS - DISCUSSION AND POSSIBLE ACTION

Presentations by the Las Vegas Convention and Visitors Authority Staff **NO STAFF** 

**PRESENTATIONS** 

#### STAFF REPORTS - DISCUSSION AND POSSIBLE ACTION

#### **GENERAL GOVERNMENT DIVISION**

## ITEM 1. TBC - The Boring Company Contract No. 4570 Las Vegas Convention Center Campus Wide People Mover

Steve Hill, Chief Executive Officer (CEO)/President, highlighted topics of conversations at the Board level regarding the first four agenda items as they relate to one another, and requested that the Board of Directors consider: 1) Approving Contract No. 4570 in the amount of \$48,675,000 with TBC - The Boring Company (TBC) for the *Las Vegas Convention Center (LVCC) Campus Wide People Mover*, and 2) Authorizing the Chief Executive Officer (CEO)/President to execute the contract documents.

#### Fiscal Impact

FY 2019: \$ 1,200,000 Estimated expenditure FY 2020: \$15,000,000 Estimated expenditure FY 2021: \$32,475,000 Estimated expenditure

Member Carolyn Goodman entered the meeting at 2:03 p.m.

Member Lawrence Weekly asked if Mr. Hill's reference to the first 15 full-facility shows meant the first 15 consecutive shows, or if they would be moved around under unforeseen circumstances, to which Mr. Hill defined a full-facility show being one that has a presence in the West Hall, and two of the halls on the east side of Paradise Road, described the inability to move a show around due to the booking of shows years in advance, and explained how the letter of credit would compensate for the cost of alternative transportation methods.

Member Weekly asked Ed Finger, Chief Financial Officers, if he would expound on the \$52M bond issuance, to which Mr. Finger stated agenda item 4 is necessary to authorize the issuance of bonds, and detailed the issuance is contemplated in the proposed final budget, will be a 20-year bond issuance at about \$3.5M per year in principal and interest, to be issued taxable or tax exempt, and explained the attached handout.

Member Weekly asked if the bonds would be immediately repaid, should there be any savings achieved from this project, to which Mr. Finger clarified the resolution pertaining to the agenda item permits the money from the bond issuance to be used for either the people mover or any other allowable purpose such as capital projects.

Treasurer Chuck Bowling expressed agreement with comments made by Member Goodman at the May 14, 2019, Regular Meeting of the Board of Directors in regard to the vitality of the people mover project to the success of the Las Vegas Convention Center, and the importance of the decision of item 1, and expressed support of the selection of The Boring Company and the approval of the contract, detailing the strong business case, appropriate contract negotiations including financial safeguards, performance metrics, and accountability measures. Treasurer Bowling acknowledged the ability of The Boring Company to complete the project on time and on budget, and the concept's innovation being an attraction in itself.

Vice Chair Noonan echoed Treasurer Bowling's comments thanking Member Goodman for the analysis on the project, and stated the reasons for his support of this project, comparing it to the first-of-its-kind Fremont Street Experience and its impact on the competitiveness of Las Vegas.

Member Michele Fiore referenced the diagram with proposed locations of stations and routes of the tunnel, and asked about the reasoning for the distance of the West Hall station to the Central and North Halls, to which Mr. Hill explained the exhibits are conceptual and the LVCVA will work with its customers to ensure stations are in the most convenient locations.

Member Fiore asked how close the 2019B Bond Issuance would bring the LVCVA to its bonding limit, to which Mr. Hill explained that bond capacity is distant from a bond industry standpoint, but closer from the Board Policy standpoint as it contains a conservative three times coverage for bonds.

Member Fiore thanked Mr. Hill and expressed her support for item 1.

Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, with the exception of Member Goodman who opposed, to 1) Approve Contract No. 4570 in the amount of \$48,675,000 with TBC - The Boring Company (TBC) for the Las Vegas Convention Center (LVCC) Campus Wide People Mover; and 2) Authorize the Chief Executive Officer (CEO)/President to execute the contract documents.

## ITEM 2. <u>Mott MacDonald LLC Professional Service Agreement No. 4590 Las Vegas Convention</u> Center Campus Wide People Mover

Mr. Hill requested that the Board of Directors consider: 1) Approving Professional Service Agreement No. 4590 in the amount of \$525,500 with Mott MacDonald LLC for third-party review services of the design and construction of the *Las Vegas Convention Center (LVCC) Campus Wide People Mover*, and 2) Authorizing the CEO/President to execute the contract documents.

#### Fiscal Impact

FY 2019: \$ 50,000 Estimated expenditure FY 2020: \$475,500 Estimated expenditure

Treasurer Bowling moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, to 1) Approve Professional Service Agreement No. 4590 in the amount of \$525,500 with Mott MacDonald LLC for third-party review services of the design and construction of the Las Vegas Convention Center (LVCC) Campus Wide People Mover; and 2) Authorize the CEO/President to execute the contract documents.

#### ITEM 3. Owner's Representative Amendment #5 – Cordell Corporation Contract #4260

Mr. Hill requested that the Board of Directors consider: 1) Approving Amendment #5 to the Cordell Corporation Owner's Representative Agreement in the amount of \$1,012,000 for Owner Representative services of the design and construction of the *Las Vegas Convention Center (LVCC) Campus Wide People Mover ("CWPM")*; and 2) Authorizing the CEO/President to execute the contract documents.

#### Fiscal Impact

FY 2019: \$ 63,250 Estimated expenditure FY 2020: \$759,000 Estimated expenditure FY 2021: \$189,750 Estimated expenditure

Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, to 1) Approve Amendment #5 to the Cordell Corporation Owner's Representative Agreement in the amount of \$1,012,000 for Owner Representative services of the design and construction of the Las Vegas Convention Center (LVCC) Campus Wide People Mover ("CWPM"); and 2) Authorize the CEO/President to execute the contract documents.

#### ITEM 4. 2019B Bond Sale Resolution

Mr. Hill requested that the Board of Directors consider: 1) Approval and adoption of the 2019B Bond Resolution (Resolution 2019-03) providing for issuance of LVCVA, Nevada Revenue Bonds, Series 2019B (Bonds) in the maximum principal of \$52,500,000; 2) Approving the Certificate of the CEO allowing for negotiated bond sale as required by Nevada Revised Statutes; 3) Authorizing the Chair of the Board to sign the Resolution; 4) Authorizing the CEO/President or the Chief Financial Officer (CFO) to arrange for the sale of the Bonds and to execute agreements necessary for issuance; and 5) Providing for authorization for all other matters relating thereto as defined in the Resolution.

#### Fiscal Impact

FY 2020: \$1,000,000 Estimated expenditures for cost of issuance (paid for out of bond proceeds)

Secretary Leavitt moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, and with the exception of Member Goodman who opposed, to 1) Approve and adopt the 2019B Bond Resolution (Resolution 2019-03) providing for issuance of LVCVA, Nevada Revenue Bonds, Series 2019B (Bonds) in the maximum principal of \$52,500,000; 2) Approve the Certificate of the CEO allowing for negotiated bond sale as required by Nevada Revised Statutes; 3) Authorize the Chair of the Board to sign the Resolution; 4) Authorize the CEO/President or the Chief Financial Officer (CFO) to arrange for the sale of the Bonds and to execute agreements necessary for issuance; and 5) Provide for authorization for all other matters relating thereto as defined in the Resolution.

#### ITEM 5. **2019A Bond Sale Resolution**

Mr. Finger requested that the Board of Directors consider: 1) Approval and adoption of the 2019A Bond Resolution (Resolution 2019-02) providing for issuance of LVCVA, Nevada Revenue Refunding Bonds, Series 2019A (Bonds) in the maximum principal of \$33,500,000; 2) Authorizing the Chair of the Board to sign the Resolution; 3) Authorizing the CEO/President or the CFO to accept the best bid for the Bonds and to execute agreements necessary for issuance; and 4) Providing for authorization for all other matters relating thereto as defined in the Resolution.

Fiscal Impact	
FY 2019:	\$ 130,000 Estimated expenditures for cost of issuance (paid for out of
	bond proceeds)
FY 2020:	(\$ 304,874) Reduced debt service payment
FY 2021:	(\$1,236,348) Reduced debt service payments
FY 2022:	(\$1,237,207) Reduced debt service payments
FY 2023-2027:	(\$ 15,498) Reduced debt service payments

Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, to 1) Approve and adopt the 2019A Bond Resolution (Resolution 2019-02) providing for issuance of LVCVA, Nevada Revenue Refunding Bonds, Series 2019A (Bonds) in the maximum principal of \$33,500,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the CEO/President or the CFO to accept the best bid for the Bonds and to execute agreements necessary for issuance; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.

#### ITEM 6. Authorization to Enter into Agreement with NV Energy

Mr. Hill requested that the Board of Directors consider authorizing the CEO/President to execute an agreement for the LVCVA to remain a customer of Nevada Power d/b/a NV Energy through May 2024.

Fiscal Impact

TBD

Treasurer Bowling moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, to authorize the CEO/President to execute an agreement for the LVCVA to remain a customer of Nevada Power d/b/a NV Energy through May 2024.

#### **PUBLIC HEARING ON THE BUDGET**

#### ITEM 7. Conduct a Public Hearing on the Fiscal Year 2020 Budget

Open Public Hearing on the Fiscal Year 2020 Budget

Chair Brown opened the public hearing on the LVCVA's Fiscal Year (FY) 2020 Tentative Budget.

There were no comments made by the public.

#### Close Public Hearing on the Fiscal Year 2020 Budget

Chair Brown closed the public hearing on the Budget.

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

#### ITEM 8. Adopt Budget for Fiscal Year 2020

Mr. Finger provided a PowerPoint presentation and requested that the Board of Directors approve and adopt the Fiscal Year 2020 Annual Budget as presented.

<u>Vice Chair Noonan moved and it was carried by unanimous vote of the voting members present, including Members Rapson and Jenkin via telephone, to approve and adopt the Fiscal Year 2020 Annual Budget as presented.</u>

#### **DIRECTORS' RECOGNITION**

Member Marilyn Spiegel expressed her appreciation to Mr. Finger for reconsidering the NV Energy proposal.

Member Goodman acknowledged the Budget in Brief document, and asked if the LVCVA had any direct inquiry at the legislative session regarding room tax allocation to the school district for capital construction and to the State of Nevada for education and other state programs, to which Mr. Finger deferred the question to Mr. Hill, but first thanked Carrie Webb of the LVCVA for her work on the budget.

Mr. Hill acknowledged the significant contribution of room tax to both education and transportation, and recognized the ongoing conversation with lobbyists at the legislative level regarding the commitment and amount of revenue driven by the industry.

Member Goodman requested Mr. Hill attain transparency on behalf of the Board of Directors regarding education revenues.

Member Weekly provided information regarding the Clark County Commission's budget process and the review of unfunded mandates and issues such as education, homelessness, and unemployment, encouraged the LVCVA Board of Directors to come together to make an impact on the community, provided information on an upcoming "Chat & Chew" open discussion about mental health issues, and referred to the recent passing of Assemblyman Tyrone Thompson.

Las Vegas Convention and Visitors Authority
Public Hearing on the Budget and Board of Directors Meeting
May 22, 2019
Minutes
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Vice Chair Noonan thanked Finance staff for their work on the budget, shared his thoughts on the limited use of the High Occupancy Vehicle (HOV) lanes and requested a report from the LVCVA's transportation planner regarding that issue.

Secretary Leavitt congratulated Mr. Finger and his staff on the budget, and expressed appreciation for Member Goodman's information regarding the people mover system.

Treasurer Bowling recognized the Finance Department for their work on the budget, provided information on the upcoming season opener of the Las Vegas Aces and its players, and encouraged the audience to attend a game.

Member Greg Lee acknowledged Assemblyman Tyrone Thompson, and congratulated The Boring Company on their contract.

Member John Marz expressed appreciation for Member Goodman's remarks on education, emphasized the effects the lack of education would have on the Las Vegas community, and provided information on the City of Henderson's commitment to designate one-third of the marijuana tax to Henderson schools.

Member Mary Beth Sewald congratulated and thanked the LVCVA team on both the budget and the people mover, on behalf of the Las Vegas Metro Chamber of Commerce.

Member Fiore echoed Member Noonan's comments on the continued dialogue regarding HOV lanes.

Member Pamela Goynes-Brown thanked LVCVA staff for their work and their briefings, and provided information on Assemblyman Tyrone Thompson's services.

Member Goynes-Brown exited the meeting at 3:03 p.m.

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

Aleta Dupree expressed excitement for the people mover system, provided information on solar panels, and commented on the LVCVA expansion and the LVCVA's website.

Members Marz, Weekly, and Goodman exited the meeting at 3:05 p.m.

#### **ADJOURNMENT**

Chair Brown a	adjourned the	meeting	at 3:06	p.m.
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Respectfully submitted,	Date Approved: June 11, 2019
Silvia Perez Executive Assistant to the Board of Directors	Larry Brown Chair

#### CERTIFICATE OF THE CEO PURSUANT TO NRS 350.155

- IT IS HEREBY CERTIFIED by the undersigned, CEO, as the chief administrative officer of the Las Vegas Convention and Visitors Authority, Nevada (the "Authority"), in connection with the sale and issuance of the Authority's Revenue Bonds, Series 2019B (the "Bonds"), being issued for the purposes described in the resolution of the Authority adopted on May 22, 2019, authorizing the issuance of the Bonds, that:
- 1. Pursuant to NRS 350.155(2)(h): (i) the proposed method of financing the Bonds described in the report of JNA Consulting Group LLC and Montague DeRose and Associates, LLC, as financial advisors to the Authority in connection with the Bonds, attached to this certificate and made a part hereof (the "Financial Advisors Report"), is incorporated herein by reference as if set forth in full herein, and (ii) such method of financing has not been used previously by any municipality in this state;
- 2. Pursuant to NRS 350.155(2)(j) the particular conditions in the market which indicate that a negotiated sale of the Bonds may provide a benefit to the Authority set forth in the Financial Advisors Report and are incorporated herein by reference as if set forth in full herein; and
- 3. The estimated amount of benefit which will accrue to the Authority described in the Financial Advisors Report is incorporated herein by reference as if set forth in full herein.

WITNESS my hand as of this May 22, 2019.

CEO

Las Vegas Convention and Visitors Authority, Neva da

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### JNA Consulting Group, LLC

#### Independent Public Finance Advisors

To: Ed Finger, Chief Financial Officer, Las Vegas Convention and Visitors Authority

From: JNA Consulting Group, LLC and Montague DeRose and Associates

Date: May 22, 2019

RE: Proposed Method of Sale for 2019B Revenue Bonds (People Mover Project)

As required under Nevada Revised Statutes, this memo serves as the financial advisor's certification of the need to utilize a negotiated method of sale for the Las Vegas Convention and Visitors Authority, Nevada Revenue Bonds Series 2019B.

The 2019B Bonds are being issued to pay the costs of a People Mover project related to the expansion and renovation of the convention center. NRS 350.155(2)(i) and NRS 350.155(2)(j) provides that under certain market conditions the bonds may be sold at negotiated sale. We believe these statutes apply to the 2019B Bonds for the following reasons:

- The goal in structuring the 2019B Bonds is to minimize debt service impact during the construction window of the convention center project. A negotiated sale allows LVCVA to achieve the desired structure and minimize debt service in early years by using lower coupons on those maturities, where buyers are most willing to accept them unlike a competitive sale where the determination must be made in advance. A bidding parameter requiring lower coupons could be part of a competitive sale. However, limiting the flexibility an underwriter has on a competitive bid will adversely affect the overall interest rate received on the bond issue.
- In order to provide additional cash management opportunities, the Authority may desire to sell a portion of the bonds with more aggressive redemption provisions than are standard at a competitive sale. A negotiated sale allows for the aggressive redemption feature to be placed on the maturity(ies) with the most market acceptance. Selecting those maturities in advance, as would be required in a competitive sale, would likely result in higher interest rates on those maturities. The more aggressive call feature will provide additional financial flexibility for the Authority and could result in saving of millions if the bonds could be paid of five years earlier.
- The terms of the contract(s) with the Boring Company related to the construction and management of the project may require the bonds to be sold on a taxable basis. Utilizing a negotiated sale process allows the Authority more time to evaluate various options as it relates to the tax status of the bonds. This additional time may not provide a quantitative benefit in terms of saved interest costs but could provide substantial benefit in being able to provide funding in a timely manner to meet contract requirements.

We expect that utilizing a negotiated sale for the 2019B Bonds will provide many benefits that cannot be easily quantified like the call feature and timing. However, we estimate that a negotiated sale will provide at least \$125,000 of benefit due to the ability to manage couponing and as much as \$2,000,000 if more aggressive redemption provisions can be achieved.

If you have any questions, please contact Martin Johnson at (702) 294-5100 or Jim Bemis at (805) 496-2211.

# \$50,000,000 (estimated) Las Vegas Convention and Visitors Authority Revenue Bonds Series 2019B



#### **Issuance Schedule**

Date	Activity	<b>Participants</b>
Tuesday, 04/23/19	Kickoff call Location: 877-391-8664/0422300# Time: 3:00p.m.	All
Thursday, 04/30/19	Distribute draft legal documents	ВС
Tuesday, 04/30/19	Distribute draft Preliminary Official Statement ("POS")	DC
Tuesday, 05/07/19	Document review meeting/call Location: 877-391-8664/0507130# Time: 1:30 p.m.	All
Friday, 05/10/19	Distribute revised draft POS (this version on file for Board approval)	DC
Monday, 05/13/19	Agenda deadline for May 22 <sup>nd</sup> LVCVA meeting	
Tuesday, 05/21/19	Comments due on revised draft POS	All
Wednesday, 05/22/19	Board of Directors adopts Bond Resolution Location: Convention Center Time: 2:00 p.m.	LVCVA, BC, FA
Thursday, 05/23/19	Distribute final draft POS	DC
Tuesday, 05/28/19	Rating agency update conference calls (if necessary)  Moody's: Location: 877-391-8664/05281000# Time: 10:00 a.m.  S&P: Location: 877-391-8664/05281100# Time: 11:00 a.m.	LVCVA, FA
Tuesday, 06/04/19	Final comments due on POS by noon	All
Wednesday, 06/05/19	Receive ratings	
Thursday, 06/06/19	Due Diligence call Location: Phone Time: TBD	LVCVA, FA
riday, 06/07/19	Post POS	DC
Vednesday, 06/19/19	Bond Pricing Location: TBD Time: TBD	All
riday, 06/21/19	Distribute draft Official Statement	DC
uesday, 06/25/19	Comments due on draft Official Statement	All
hursday, 06/27/19	Post Official Statement	DC
Vednesday, 07/10/19	Bond Closing	LVCVA, BC, FA

#### **Participants**

LVCVA = Las Vegas Convention and Visitor Authority, Issuer BC/DC = Stradling Yocca, Bond and Disclosure Counsel FA = JNA/Montague DeRose, Financial Advisor



# LAS VEGAS CONVENTION AND VISITORS AUTHORITY BOARD OF DIRECTORS' MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 11, 2019	OPENING CEREMONIES Appointment of Board Members
то:	BOARD OF DIRECTORS	
FROM:	STEVE HILL CEO/PRESIDENT	Stem Osill
SUBJECT:	BJECT: NOMINATIONS TO THE BOARD OF DIRECTORS LAS VEGAS METRO CHAMBER OF COMMERCE	

#### **RECOMMENDATION**

In accordance with the Nevada Revised Statues (NRS), the following nominees have been submitted by the Las Vegas Metro Chamber of Commerce for the term of July 1, 2019 – June 30, 2021. Only elected Board Members may vote for the nominees.

#### NRS 244A.603(1)(g)(1)

Ms. Mary Beth Sewald – Las Vegas Metro Chamber of Commerce Mr. Tom Jenkin – Caesars Entertainment

For possible action.

#### **FISCAL IMPACT**

None

	Stim Vofell
	STEVE HILL
BOARD	CEO/PRESIDENT
ACTION:	

#### **PURPOSE AND BACKGROUND**

In accordance with NRS, the following nominees have been submitted by the Las Vegas Metro Chamber of Commerce for the term of July 1, 2019 – June 30, 2021.

#### NRS 244A.603(1)(g)(1)

Ms. Mary Beth Sewald - Las Vegas Metro Chamber of Commerce

Mr. Tom Jenkin – Caesars Entertainment

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY BOARD OF DIRECTORS' MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 11, 2019	ITEM NO. 1
TO:	BOARD OF DIRECTORS	
FROM:	STEVE HILL CEO/PRESIDENT	Stim Oxico
SUBJECT:	IMEX AMERICA – LAS VEGAS, NEVADA – SEPTEMBER 10-12, 2019	

#### **RECOMMENDATION**

That the Board of Directors consider: 1) Approving an estimated expenditure of \$730,580 for expenses associated with the Las Vegas Convention and Visitors Authority (LVCVA) participating in the IMEX America trade show, September 10-12, 2019, in Las Vegas, NV; 2) Authorizing the Chief Executive Officer (CEO)/President to execute the contract documents; and 3) Authorizing any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

#### **FISCAL IMPACT**

FY 2020: \$730,580 Estimated expenditure

(\$132,200) Estimated sponsorship revenue

\$598,380 Total estimated net expenditure to LVCVA

	Mamorell	
	STEVE HILL	
BOARD	CEO/PRESIDENT	
ACTION:		

#### **PURPOSE AND BACKGROUND**

The IMEX America trade show is returning to Las Vegas for the ninth year and will be held at the Sands Expo Center September 10-12, 2019. IMEX America is an international show that will bring together travel buyers and meeting planners from the corporate, association, and third party markets. The event is a hosted buyer show; half of the attendees undergo a qualification process, and all expenses are paid by show management. This is an appointment-based show, guaranteeing quality appointments for suppliers. IMEX attendance was 13,500 in 2018 and is expected to attract 13,800 attendees this year. Approximately 5,200 attendees are meeting executives and planners.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: June 11, 2019

Subject: IMEX America – Las Vegas, Nevada – September 10-12, 2019

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 the trade show 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 bring their premier customers to the show.

The LVCVA will be exhibiting at the trade show and anticipates that approximately 17 hotel partners and 11 service suppliers will exhibit within our pavilion. An additional 17 hotel partners will exhibit independently at the show. The LVCVA will support various marketing initiatives including hosting approximately 30 meeting planners. In addition, the LVCVA cosponsors industry member events including MPI, PCMA, SITE Global, and the Center for Exhibition Research (CEIR). This trade show represents approximately \$19 million in overall economic impact.

This item was originally presented to the board and approved on March 12, 2019 in the amount of \$415,700. The following items costs have been amended including exhibit space, booth design and construction, and estimated sponsorship revenue.

Estimated expenditures for this year include:

Exhibit space Booth design and construction Transportation Promotional materials IMEX Press Center sponsorship Customer development event, hosted buyer activities Total estimated expenditures Estimated expensership contribution	\$273,600 \$395,700 \$1,500 \$1,100 \$18,000 \$40,680 \$730,580
Estimated sponsorship contribution	(\$132,200)
Total estimated net expenditure	\$598,380

This expenditure has been budgeted in the FY 2020 budget.

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY BOARD OF DIRECTORS' MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 11, 2019	ITEM NO. 2
то:	BOARD OF DIRECTORS	
FROM:	STEVE HILL CEO/PRESIDENT	Stun Oxill
SUBJECT:	LAS VEGAS EVENTS AGREEMENT JULY 1, 2019 – JUNE 30, 2020	

#### RECOMMENDATION

That the Board of Directors consider: 1) Approving the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$7,744,852 for the period of July 1, 2019, through June 30, 2020; 2) Authorizing the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer (CEO)/President to execute the attached agreement; and 3) Authorizing any unexpended balances from this authorization to revert to available general funds.

For possible action.

#### FISCAL IMPACT

FY 2020: \$7,744,852 Estimated expenditure

	Stim Oxill	
BOARD	STEVE HILL	
ACTION:	CEO/PRESIDENT	

#### PURPOSE AND BACKGROUND

The attached agreement enables LVE, a non-profit Nevada corporation to promote special events within Clark County, and authorizes the LVCVA to provide funding for certain special events and other expenses.

The destination capitalizes on special events to drive visitor volume and media exposure, extend television and other media coverage, and provide co-sponsorship and branding for Las Vegas and outlying areas. Mesquite and Laughlin utilize these special events as part of their branding campaigns as well.

Specific events and reserves for additional events have been budgeted for in the LVCVA fiscal year 2020 budget.

## LAS VEGAS CONVENTION AND VISITORS AUTHORITY

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LAS VEGAS EVENTS, INC.

EVENT PROMOTION AGREEMENT CONTRACT NO. 1759-2020

#### **EVENT PROMOTION AGREEMENT**

Contract No. 1759-2020

THIS EVENT PROMOTION AGREEMENT (this "Agreement") is entered on the 1st day of July, 2019 (the "Effective Date"), by and between the Las Vegas Convention and Visitors Authority, a local government agency established by the Nevada Revised Statutes ("LVCVA"), and Las Vegas Events, Inc., a Nevada non-profit corporation ("Company"). LVCVA and Company may be referred to herein collectively as "Parties" and individually as a "Party".

#### WITNESSETH:

WHEREAS, LVCVA, pursuant to the provisions of NRS 244A.619 and NRS 244A.621, may enter into contracts for promotion of tourism and events; and

WHEREAS, based on LVCVA's past experience with Company, LVCVA desires to contract with Company to provide event promotion services necessary to bring special events to Clark County, Nevada and provide other various professional services as more fully described on Exhibit A attached hereto (collectively, the "Services").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto, intending to be legally bound hereby, covenant and agree that the above-written recitals are true and correct and hereby are incorporated into this Agreement, and further covenant and agree as follows:

1. Appointment and Engagement of Company. LVCVA hereby appoints Company as the official, but not the exclusive, event promotion agency of record to perform the Services. Company hereby accepts such appointment, subject at all times to the provisions of this Agreement. Company will use commercially reasonable efforts to actively, professionally, and in a first-rate manner, perform the Services. During the Term (as defined below), Company shall maintain an office and obtain business licenses from all applicable governmental authorities necessary to provide the Services.

#### 2. Relationship of the Parties.

- 2.1 Independent Contractor. The Parties agree that Company is an independent contractor and that its executives, employees and agents are not executives, employees, or agents of LVCVA. In this regard, Company understands, acknowledges and agrees that it shall be Company's sole responsibility and obligation to pay to any and all applicable federal, provincial, state and local governmental authorities any and all taxes, including any self-employment taxes, that may be imposed upon Company as a result of its performance of the Services.
- 2.2 No Unemployment Compensation. Company further understands, acknowledges and agrees that neither Company nor any of Company's executives, employees, or agents shall have any right to make any claim or application to or against LVCVA for unemployment compensation at the end of the Term. Company further understands, acknowledges and agrees that LVCVA shall not provide any form of worker's compensation coverage for Company or any of its executives, employees, or agents because such persons are not employees of LVCVA.

- 2.3 No Agent of LVCVA. It is agreed that neither Company nor any of Company's executives, employees, or agents shall be an agent or representative of LVCVA for any purpose other than as specifically stated herein, and such persons shall not obligate LVCVA in any manner whatsoever unless expressly provided for herein. Nothing in this Agreement shall be construed, interpreted or deemed by the Parties hereto or by any third person as to create the relationship of principal and agent, employer and employee, or of partnership or joint venture, or of any other association or any other relationship, other than the independent contractor relationship established pursuant to this Agreement. In this regard, it is specifically acknowledged and agreed that Company shall have no authority to bind LVCVA to any agreement, contract or other arrangement whatsoever. In addition, to the extent that Company obtains actual knowledge that any person is unaware of Company's relation to LVCVA, Company shall expressly represent to such person that it is not acting as an authorized agent of LVCVA, and does not have authority to bind LVCVA to any legal obligation.
- 3. <u>Term.</u> The term of this Agreement shall begin on July 1, 2019 and, except as otherwise provided herein, shall expire on June 30, 2020 (the "Term").

#### Compensation to Company; Reporting Requirements.

- 4.1 Compensation. For the Services performed pursuant to this Agreement by Company, LVCVA shall pay Company the aggregate Compensation as defined and described in Exhibit B in the manner and otherwise in accordance with the provisions set forth on Exhibit B. Upon at least sixty (60) days written notice from LVCVA to Company, which notice may be given in LVCVA's commercially reasonable discretion, LVCVA may reduce the Compensation to be paid to Company in the event that LVCVA is not able to pay such Compensation to Company, as determined in the LVCVA's reasonable business discretion, as a result of changed economic and market conditions in Clark County, Nevada; provided, however, and notwithstanding anything herein to the contrary, LVCVA may not reduce the Compensation as to expenses and other amounts that are the subject of, or to be paid under, a contract entered into by Company before Company's receipt of the above-referenced notice. If Company determines that such reduction in the Compensation is not commercially reasonable, Company may terminate this Agreement by providing LVCVA ninety (90) days-notice of such termination. Company's board of directors has adopted a modified version of the current LVCVA travel, entertainment and expense reimbursement policies in the form that the Company provided to LVCVA. Exceptions from these policies may be made in writing by the Company's Chair. The Parties agree that any expenditure of \$100,000 or more shall be approved by the LVCVA Board of Directors either through the annual budget process, if an event is specifically listed in the budget, or through separate agenda approval otherwise. Any expenditure less than \$100,000 shall be approved by LVCVA staff and LVE Board, including instances where LVE requests the use of reserve funds, residual funding from completed events, or funds from events that were budgeted but not actually sponsored by LVE.
- 4.2 Discounts, Sponsorships and Production. Company shall make all commercially reasonable efforts to obtain any applicable discounts, refunds or rebates from its vendors with respect to the Services.

- 4.3 Reconciliation. Promptly following the end of the Term, Company shall prepare, or cause to be prepared, a detailed annual reconciliation of its general and administrative expenses (including salaries, benefits, operation costs and NFR production costs) against the quarterly payments of G&A Expenses (as defined in Exhibit B) received from LVCVA. Such reconciliation and reasonable supporting documentation shall be submitted by Company to LVCVA's Finance Department no later than forty-five (45) days after the end of the Term. To the extent such reconciliation reveals that the G&A Expenses received from LVCVA exceeded Company's actual general and administrative expenses, Company shall promptly pay LVCVA the amount of such excess. The LVCVA reserves the right to audit all records submitted for G&A costs in accordance with Section 15.
- 4.4 Event Report. Company has provided to the LVCVA Board of Directors a comprehensive presentation of Company's event marketing plans with respect to the Services. Each quarter during the Term, Company shall present to the LVCVA Board of Directors an event report with respect to the Services. All event contracts entered into by Company in connection with the Services shall provide that such event contract may be assigned to LVCVA at the end of the Term unless the Term is extended or this Agreement is renewed by the Parties.

#### 5. Confidential Information; LVCVA Property.

#### 5.1 Definitions.

- The term "LVCVA Confidential Information" shall mean any and all (i) advertising or promotional materials provided to Company by LVCVA, whether in written, oral, electronic or other form, including, but not limited to, any and all information pertaining to LVCVA's marketing plans, strategies, policies, procedures, methods, decisions, charts, and other similar information of a marketing nature, which is provided to Company by LVCVA; and (ii) other information which LVCVA provides to Company and identifies as "CONFIDENTIAL" prior to disclosure to Company. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "LVCVA Confidential Information" if such information (A) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by Company or a breach of any confidentiality obligation by any other person, which breach is known by Company; (B) was known to Company at the time of its receipt from LVCVA, provided that such information was obtained by Company from a third party under no duty of confidentiality; (C) has been independently developed by Company without reference to any LVCVA Confidential Information, as demonstrated by its business records; (D) is obtained by Company from a third person lawfully in possession of such information and having the legal right to transmit the same; (E) is owned by Company; or (F) is in connection with, related to or arises from an event that is produced by Company.
- (b) The term "Company Confidential Information" shall mean any and all information which Company provides to LVCVA and identifies as "CONFIDENTIAL" prior to disclosure to LVCVA. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "Company Confidential Information" if such information (i) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by LVCVA or a breach of any confidentiality obligation by any other person, which breach is known by LVCVA; (ii) was known to LVCVA at the time of its receipt from Company, provided

that such information was obtained by LVCVA from a third party under no duty of confidentiality; (iii) has been independently developed by LVCVA without reference to any Company Confidential Information, as demonstrated by its business records; (iv) is obtained by LVCVA from a third person lawfully in possession of such information and having the legal right to transmit the same; or (v) is owned by LVCVA. Company Confidential Information and LVCVA Confidential Information shall hereinafter be collectively referred to as "Confidential Information".

- (c) The term "LVCVA Property" shall mean any and all information, databases, customer lists and similar property that are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company during the Term in performing the Services with LVCVA funding. Notwithstanding the foregoing or anything herein to the contrary, information, databases, customer lists and similar property shall not constitute "LVCVA Property" to the extent that any of them (i) are the Company's name, likeness, trade names, service marks, logos or other intellectual property; or (ii) are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company (A) in connection with, relating to or arising from an event produced by Company including, without limitation, all proceeds from such an event; or (B) with funds other than those paid to Company from LVCVA pursuant to the provisions of this Agreement. For the avoidance of doubt, LVCVA acknowledges and agrees that except with respect to the LVCVA Property, LVCVA has no right, title or interest whatsoever to any assets of Company, whether now owned or hereafter acquired.
- 5.2 Ownership and Use. Company and LVCVA covenant and agree that any and all LVCVA Confidential Information and LVCVA Property is the sole and exclusive property of LVCVA and any and all Company Confidential Information is the sole and exclusive property of Company. LVCVA agrees, that notwithstanding the foregoing or anything herein to the contrary, Company may use LVCVA Confidential Information and LVCVA Property in connection with performing the Services, but for no other purpose.
- 5.3 Confidential. From and after the Effective Date, each Party that receives (the "Receiving Party") Confidential Information of the other Party (the "Disclosing Party") shall keep confidential such Confidential Information and shall not disclose, sell, license, transfer or convey to any person or entity the Disclosing Party's Confidential Information, or attempt or purport to do so, except: (a) at the written direction of, or with the written consent of, the Disclosing Party; (b) to those attorneys, accountants, financial and business advisers, directors, officers, employees and representatives of the Receiving Party so long as such persons agree not to disclose the Disclosing Party's Confidential Information except as provided herein; (c) to the extent required to comply with applicable law or a valid order of a court of competent jurisdiction, in which event the Receiving Party shall so notify the Disclosing Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall in all cases seek confidential treatment of such information; or (d) in order to enforce its rights under this Agreement. The Receiving Party shall not copy or reproduce in any form, in whole or in part, the Disclosing Party's Confidential Information, except as expressly approved in advance by the Disclosing Party or, in the case of Company, as necessary to perform the Services. The Receiving Party confirms and agrees that any and all copies or reproductions of the Disclosing Party's Confidential Information, in any form, shall be classified as the Disclosing Party's Confidential Information hereunder. Upon

discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party, the Receiving Party shall promptly notify the Disclosing Party of the same.

- Party or, if no demand is made, after the end of the Term, the Receiving Party shall return to the Disclosing Party all the Disclosing Party's Confidential Information obtained by the Receiving Party during the Term, and the Receiving Party shall not retain any copies of same, whether in written, electronic or other form, unless approved by Disclosing Party, which approval shall not be unreasonably withheld or conditioned. Additionally, after the end of the Term, Company shall deliver to LVCVA all LVCVA Property, whether in tangible or intangible form. In order to effectuate and accomplish the purposes of this Section 5.4, each Party covenants and agrees that upon the expiration of the Term, such Party shall execute and deliver to the other Party a termination certificate substantially in the form of Exhibit C attached hereto and incorporated herein by reference.
- 6. Other Convention and Visitors Bureaus. It is expressly agreed that at all times during the Term, Company shall not, directly or indirectly, represent to any convention and visitors bureau other than LVCVA without the prior express written consent of LVCVA. If any provision of the covenants under this Section 6 is held by a court of competent jurisdiction to be unenforceable due to an excessive time period, geographic area, or restricted activity, such provision shall be reformed to comply with such time period, geographic area, or restricted activity that would be held enforceable.
- <u>Use of LVCVA Name and Trademarks</u>. Company shall not use LVCVA's name, likeness, 7. trade names, trademarks, service marks or logos (collectively, the "Marks") in any manner or in any way that is prepared, authorized or released by Company, without LVCVA's prior written approval as to both the document or advertisement containing such Mark and the manner of its use. Any disapproval of a proposed use of a Mark shall specify the basis for such disapproval. In the event that LVCVA does not approve or disapprove of a proposed use of a Mark within twenty (20) days following the Company's submission of its proposed use of a Mark, such proposed use shall be deemed to be approved. Upon LVCVA's approval, Company may use LVCVA's intellectual property and specifically the Marks, but only in connection with performing the Services. Once LVCVA approves a particular use of a Mark by Company in connection with an event ("Approved Event Mark"), Company may use the Approved Event Mark for all purposes in connection with such event without obtaining further approvals from LVCVA. If LVCVA should authorize any such use, such use by Company shall terminate at the end of the Term, except that notwithstanding the foregoing or anything herein to the contrary, Company shall be permitted to use as a sample of its work LVCVA's intellectual property and work incorporating LVCVA's intellectual property which was produced in connection with the Services, including in Company's publicity materials and on Company's website.

8. <u>Compliance with Laws</u>. At all times during the Term, Company shall comply fully with all laws, statutes, regulations and ordinances applicable to Company's performance of the Services.

#### Representations and Warranties.

- 9.1 By Company. Company represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:
  - (a) Company is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as currently conducted.
  - (b) Company has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by Company.
  - (c) Company's execution and delivery of this Agreement does not, and the performance by Company of its duties, responsibilities and obligations under this Agreement, to the best of Company's knowledge, will not:
    - (1) result in any violation or breach of, or constitute a default under, any contract to which Company is a party or by which Company's assets or properties are bound; or
    - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which Company is a party or by which Company's assets or properties are bound.
  - (d) To the best of Company's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of Company's knowledge, threatened against Company which, if determined adversely to Company, could prevent Company from performing its duties, responsibilities and obligations hereunder.
  - (e) This Agreement constitutes the valid and legally binding obligation of Company, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principals of equity.

Company shall notify LVCVA promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

- 9.2 By LVCVA. LVCVA represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:
  - (a) LVCVA is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as currently conducted.
  - (b) LVCVA has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by LVCVA.
  - (c) LVCVA's execution and delivery of this Agreement does not, and the performance by LVCVA of its duties, responsibilities and obligations under this Agreement, to the best of LVCVA's knowledge, will not:
    - (1) result in any violation or breach of, or constitute a default under, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound; or
    - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound.
  - (d) To the best of LVCVA's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of LVCVA's knowledge, threatened against LVCVA which, if determined adversely to LVCVA, could prevent LVCVA from performing its duties, responsibilities and obligations hereunder.
  - (e) This Agreement constitutes the valid and legally binding obligation of LVCVA, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principals of equity.

LVCVA shall notify Company promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

#### 10. Indemnification.

10.1 By Company. Unless caused by or resulting from the gross negligence or willful misconduct on the part of LVCVA, Company shall defend (with legal counsel approved by LVCVA), indemnify, protect, save and hold harmless LVCVA, its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments, or liabilities arising from or relating to Company's performance of any of its obligations under this Agreement. The obligations

of Company under this <u>Section 10.1</u> shall in no way be limited by the policy limits or amount of insurance which Company is required to maintain under <u>Section 11</u>.

10.2 By LVCVA. To the extent possible under the Nevada Revised Statutes, LVCVA shall defend (with legal counsel approved by Company), indemnify, protect, save and hold harmless Company and its officers, directors, agents and employees from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments or liabilities arising from an Event of Default by LVCVA. The obligations of LVCVA under this Section 10.2 shall in no way be limited by the policy limits or amount of insurance which LVCVA maintains.

#### 11. Insurance.

- 11.1 Certificates. Within ten (10) calendar days after the Effective Date, Company shall submit to LVCVA certificates of insurance evidencing the coverage required by this Agreement and listing LVCVA as a certificate holder. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. All insurance carriers providing any insurance required hereunder must maintain an A- VII or stronger rating.
- 11.2 General Liability. Company shall obtain and maintain for the Term of this Agreement, commercial general liability insurance in accordance with the minimum limits and coverage provided below, against claims for injuries to persons or damages to property or any other claim. General liability coverage shall be on a "per occurrence" basis only and not on a "claims made" basis. The coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form endorsed to recognize specifically Company's contractual liability to LVCVA. The cost of such insurance shall be included in the Budget set forth in Exhibit B as G&A Expenses for the Term. The Las Vegas Convention and Visitors Authority must be expressly named as additional insured with respect to such policy.

EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000
PERSONAL & ADV. INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COM/OP AGG	\$2,000,000

11.3 Worker's Compensation. Company shall obtain and maintain for the Term of this Agreement, worker's compensation insurance with specific minimum limits of:

E.L EA ACCIDENT	\$500,000
E.L. DISEASE - EA EMPLOYEE	\$500,000
E.L. DISEASE - POLICY LIMIT	\$500,000

11.4 For the first three (3) years of sponsorship by the Company of any event (with a sponsorship funding in excess of \$75,000 in any calendar year), or until the event, as deemed by Company's Board, has ensured a successful achievement of marketing and financial objectives

outlined by Company's sponsorship agreement, Company's sponsorship agreement will require the promoter of such event: (a) to obtain "event cancellation insurance" in an amount sufficient to refund the sponsorship fees paid by Company and insurance for the following perils to the extent commercially practicable: rain or other weather related cancellation, illness and/or military deployment, and (b) to provide to Company a certificate of insurance evidencing such insurance no later than ten (10) days before the first day of such event

- 11.5 Miscellaneous. Company's insurance shall be primary in respect to LVCVA and its directors, officers and employees. Any other coverage available to LVCVA and its directors, officers and employees shall be "in excess" of the insurance required of Company. Company or its insurance carrier shall provide LVCVA thirty (30) days advance notice of any cancellation of any insurance policies required pursuant to the terms of this Agreement. All deductibles and self-insured retentions may not exceed \$10,000 without the express written permission of LVCVA. Deductibles exceeding \$10,000 shall be fully disclosed on the certificates of insurance. Company must notify LVCVA of any erosion of the aggregate limits.
- 11.6 Failure. If Company fails to maintain any of the insurance coverages required herein, LVCVA will have the option to purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Company is responsible for any payments made by LVCVA to obtain or maintain such insurance, and LVCVA may collect the same from Company or deduct the amount paid by LVCVA from any sums due Company under this Agreement. Company acknowledges that the insurance requirements specified herein do not relieve Company of its responsibility or limit the amount of its liability to LVCVA in any manner whatsoever.

#### 12. Event of Default; Remedies; Limitations.

- 12.1 Default. A Party shall be deemed to be in default of this Agreement (an "Event of Default") if such Party fails to perform or comply with any material term, provision, covenant or agreement contained in this Agreement which is to be kept or performed on the part of such Party, and such failure continues for a period of forty-five (45) days following receipt of written notice thereof from the other Party; provided that if the failure described in such notice is of such a nature that the same cannot with reasonable diligence be cured within such 45-day period, then such failure shall be deemed to be cured if such Party shall, within such 45-day period, commence to cure the same and shall thereafter complete such cure with all due diligence, and in any event, within ninety (90) days from the date of receiving such notice.
- 12.2 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may exercise any of its rights or remedies available at law or in equity; provided, notwithstanding anything herein to the contrary, no Party shall have the right to terminate this Agreement. Such rights and remedies shall be cumulative and no one of them shall be construed as exclusive of any other.
- 12.3 Limitations. Notwithstanding anything herein to the contrary, in no event shall either Party be liable to the other for any special, indirect, incidental, punitive or consequential damages, whether a claim therefor be based in contract, tort, negligence, strict liability or otherwise. Without

limiting the foregoing, under no circumstances shall any Party be responsible for lost revenues or lost opportunity costs foregone by any other Party as a result of this Agreement.

- 12.4 Effect of Event of Default. Each of the Parties shall perform its respective obligations and responsibilities under this Agreement throughout the Term regardless of any Event of Default. Further, the expiration of this Agreement shall not terminate any of the provisions of this Agreement which by their sense and context are intended to survive the expiration of this Agreement or relieve the Parties from their respective responsibilities and duties incurred prior thereto, including, without limitation, the responsibility and obligation of LVCVA to pay Company the Compensation under Section 4, the responsibility and obligation of the Parties under Section 5 with respect to the Confidential Information, Company's right to use the Marks after the Term in accordance with Section 7 and the indemnity obligations of the Parties under Section 10.
- 13. <u>Dispute Resolution</u>. The Parties agree that any action for equitable relief shall be pursuant to a court of law in compliance with <u>Section 14</u> below. If any other dispute arises out of or relates to this Agreement, or any Event of Default, the Parties agree to proceed as follows:
- 13.1 Mediation. The Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, before resorting to arbitration or some other dispute resolution procedure.
- 13.2 Arbitration. Any controversy or claim arising out of or related to this Agreement or any Event of Default not settled pursuant to Section 13.1 immediately above, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association.
- 13.3 Continued Performance. The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of their respective obligations under this Agreement.
- 13.4 Arbitration Demand. Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A Party who files a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded. When a Party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.
- 13.5 Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 14.2 below. All dispute resolution proceedings pursuant to this Section 13 shall take place in Clark County, Nevada.

- 14. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.
- 14.1 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION CONTROLS THIS AGREEMENT.
- 14.2 JURISDICTION. EXCEPT AS SET FORTH IN <u>SECTION 13</u>, EACH PARTY TO THIS AGREEMENT IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN CLARK COUNTY, NEVADA IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (B) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING.
- 14.3 WAIVER OF JURY TRIAL. EXCEPT AS TO THOSE MATTERS REQUIRED TO BE SUBMITTED TO ARBITRATION PURSUANT TO <u>SECTION 13</u>, THE PARTIES SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
- 15. Access to Company's Records. During the Term and for a period of two (2) years after the end of the Term, Company agrees to retain and preserve all of Company's books, records and documents concerning the Services and this Agreement, including, but not limited to, accounting and financial records. During the Term and for a period of two (2) years after the end of the Term, LVCVA, on not less than ten (10) days' prior written notice to Company, shall have the right, at LVCVA's expense, to inspect, examine, audit and copy, at the offices of Company and during normal business hours, all of Company's books, records, documents and accounting procedures concerning the Services and this Agreement.
- 16. <u>Assignment Restricted</u>. Company shall not assign, encumber, pledge, transfer or delegate (collectively referred to in this paragraph as "Assignment and/or Transfer") any of its rights, interests, obligations or duties whatsoever under this Agreement, without the prior express written consent of LVCVA. Any such attempted Assignment and/or Transfer without the prior express written consent of LVCVA shall be null and void and of no force or effect. The Assignment and/or Transfer of ownership interests in Company are prohibited. Any such attempted transfer of ownership shall constitute an Event of Default on the part of Company.

#### 17. Miscellaneous.

17.1 <u>Binding Effect; Survival</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and the successors and assigns of LVCVA and the permitted successors and assigns of Company.

- 17.2 <u>Force Majeure</u>. If the performance of the duties and obligations of one Party hereunder is prevented, delayed, or otherwise made impractical by reason of the acts or omissions of the other Party, any flood, riot, fire, strike, explosion, war, governmental action or regulation, or any other similar cause beyond the control of either Party, each Party shall be excused from such performance until the abatement of any such cause.
- Agreement shall be effective unless the same shall be in writing and signed by all of the Parties. The failure of either Party to insist upon performance of any of the provisions of this Agreement in any one or more instances shall not be a waiver thereafter of such Party's right to full performance of all of the provisions of this Agreement by the other Party when any performance is due. No waiver by a Party of a breach of any of the covenants or provisions to be kept or performed by the other Party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions. All rights and remedies of the Parties created by this Agreement are cumulative, and use of one remedy shall not be taken to exclude or waive the right to the use of another.
- 17.4 <u>Notices</u>. All notices and other communications provided for under this Agreement must, unless otherwise stated herein, be in writing and shall be personally delivered, or sent via recognized express mail or courier service, all delivery charges prepaid, or transmitted by facsimile, to the following:

#### If to LVCVA:

#### If to COMPANY:

Las Vegas Convention and Visitors Authority Las Vegas Events, Inc.

c/o Purchasing Department c/o Pat Christenson 3150 Paradise Road 770 E. Warm Spring

3150 Paradise Road 770 E. Warm Springs Road, Suite 140 Las Vegas, NV 89109-9096 Las Vegas, Nevada 89119

All such notices and communications shall be effective: (a) if personally delivered or sent by recognized express mail or courier service, when received, and (b) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means. Notice of change of any of the foregoing information shall be given by written notice in the manner detailed in this <u>Section 17.4</u>.

- 17.5 <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
- 17.6 <u>Interpretation and Rules of Construction</u>. In interpreting the meaning of this Agreement, the following additional rules of construction shall apply, unless specifically indicated to the contrary: (a) wherever the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine, and the neuter; (b) the term "or" is not exclusive; (c) the term "including" (or any form thereof) shall not be limiting or

exclusive; (d) all references to statutes and related regulations shall include any amendments of the same and successor statutes and regulations; (e) the words "this Agreement", "herein", "hereof", "hereunder" or other words of similar import refer to this Agreement as a whole including the schedules, exhibits, and annexes hereto, as the same may be amended, modified or supplemented; (f) all references in this Agreement to articles, sections, schedules, exhibits, and annexes shall refer to the corresponding articles, sections, schedules, exhibits and annexes of or to this Agreement; (g) all schedules, exhibits and annexes attached hereto are incorporated herein by this reference as if fully set forth herein; (h) the term "person" includes any individual, corporation, institution, limited liability company, partnership, joint venture, association, joint stock company, firm, entity, trust, unincorporated organization or proprietorship; (i) each Party hereto is of equal bargaining strength; (i) each Party hereto has actively participated in the drafting, preparation and negotiation of this Agreement; (k) each Party hereto has consulted with such Party's own, independent counsel, and such other professional advisors as such Party has deemed appropriate, relating to any and all matters contemplated under this Agreement; (1) each Party hereto and such Party's counsel and advisors have reviewed this Agreement; (m) each such Party has agreed to enter into this Agreement following such review and the rendering of such advice; and (n) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

- 17.7 <u>Captions and Headings</u>. The captions, titles or headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions of this Agreement.
- 17.8 <u>Attorneys' Fees and Costs</u>. In any arbitration, action, suit or proceeding, at law or in equity, to enforce or construe any provisions or rights under this Agreement, the unsuccessful Party, as determined by the court or arbitrator, will pay the successful Party all costs, expenses, and reasonable attorneys' fees incurred in connection with any of the foregoing.
- 17.9 <u>Severability</u>. In the event any covenant, condition or other provision contained in this Agreement is held to be invalid, void, or illegal, by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other condition, covenant, or provision contained in this Agreement. If such condition, covenant, or provision shall be deemed invalid, void or illegal due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 17.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject contained herein and is intended by the Parties to be a final expression of their agreement and a complete and exclusive statement of the terms and conditions with respect to the subject contained herein. This Agreement supersedes any and all agreements, either oral or written, between the Parties concerning the subject contained herein and comprises all the covenants, agreements, understandings, representations and warranties between the Parties with respect to said subject.

17.11 <u>Survival of Provisions</u>. In furtherance of and not in limitation of <u>Section 12.4</u> of this Agreement, regardless of and notwithstanding the expiration of this Agreement, the provisions set forth in <u>Sections 4.1, 5, 7, 10, 12, 13, 14 and 17.8</u>, shall be continuing and shall survive any such expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LVCVA"	"Company"
LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a political subdivision of the State of Nevada	LAS VEGAS EVENTS, INC., a Nevada non-profit corporation
By:	By:
Steve Hill, CEO/President	William McBeath, Chair
Date:	Date:
Approved as to form:  By:  VVCVA Legal Counsel	×

#### EXHIBIT A

#### **SERVICES**

- 1. Act as the official but not exclusive event promotion agency for Clark County, Nevada (the "Destination");
- 2. Screen, evaluate and recommend Destination events;
- 3. Market the Destination for city, county and other special events;
- 4. Connect and coordinate events with Destination stakeholders;
- 5. Assist event producers with Destination stakeholders, marketing, event operations and local government agencies;
- 6. Coordinate the brand and imaging of Las Vegas and other localities within the Destination with event promoters and LVCVA's advertising agency;
- 7. Produce events as needed; e.g., NFR;
- 8. Market event opportunities to Destination stakeholders and sponsors;
- 9. Report quarterly to the Board the results of such events and the actions taken by Company to promote future events; and
- 10. Distribute sponsorship funds to event promoters.
- 11. Negotiated deliverables, including tickets, must be disclosed to the LVCVA prior to contract execution.

#### EXHIBIT B

LVCVA shall pay to the Company the amounts set forth in the Budget for the Fiscal Year 2020 in the manner set forth in Section 4 of this Agreement and herein (the "Compensation"):

#### OPERATING BUDGET (collectively, "G&A Expenses") - \$1,846,900

Company has provided to LVCVA an Operating Budget for Fiscal Year 2020 which has been approved by the LVCVA Board of Directors.

The Operating Budget is comprised of the following three (3) categories of G&A Expenses:

- i) Salaries and Benefit Expenses \$1,320,100
- ii) General and Administrative Expenses \$451,800
- iii) Advertising & Promotion Expenses \$75,000

The Operating Budget shall be funded as follows:

- i) G&A Expenses shall be paid by LVCVA to the Company in equal quarterly payments on or before July 15, October 1, January 1, and April 1 of such fiscal year.
- ii) The Company shall provide a reconciliation of actual general and administrative costs against quarterly receipts of G&A Expenses and shall reimburse LVCVA for unspent monies in accordance with Section 4.3 of this Agreement.

#### II) SPONSORSHIP FEES ("Advanced Expenses") up to - \$4,947,952

- i) Expenses related to event sponsorship will be paid to the Company in advance of the Company's payment of such expenses.
- ii) LVCVA will remit advance funding for event sponsorship fees no earlier than seven (7) business days prior to the Company's due date to the event organizer. Exceptions must be specifically approved by LVCVA staff.
- iii) The Company must submit a reasonably detailed account of deliverables and media components with the invoice requesting advance funding for sponsorships. LVCVA reserves the right to request additional reasonable supporting information prior to release of advance funding.
- iv) Residual funding from completed events or events that are budgeted but not actually sponsored by LVE must be transferred to the Company's reserve account held by LVCVA (the "Reserve Funds"). Reserve Funds may be used to fund new events only upon approval by the LVCVA Board of Directors. The Budget shall be augmented to include new events approved by the Company's Board of Directors and LVCVA's Board of Directors.
- v) National Finals Rodeo sponsorship amounts, Company will apply all profits and additional funding earned from LVE produced events to reduce the amount paid for the sponsorship fees set forth herein.

#### III) OTHER REIMBURSED EXPENSES – (as budgeted in I and II above)

i) All other expenses related to the Services which are to be paid for by the Company and reimbursed by LVCVA will be treated as "Reimbursement Funds".

- ii) Reimbursement Funds shall be paid by LVCVA to the Company within thirty (30) days of LVCVA's receipt of a request for reimbursement from the Company (a "Funds Request").
- iii) Funds Requests shall be accompanied by reasonable supporting documentation in compliance with prevailing LVCVA expense policies, copies of which are provided to the Company in advance, and funding must be available in the Budget line item.

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## EXHIBIT C TERMINATION CERTIFICATE

This is to certify that, except as otherwise permitted by the provisions of the Event Promotion Agreement, dated as of July 1, 2019, between Company and LVCVA (the "Agreement") or as otherwise consented to by LVCVA, the undersigned does not have in its possession, under its control or custody, nor has failed to return, any originals or copies of Confidential Information or LVCVA Property, if applicable, belonging to the LVCVA pursuant to the terms of the Agreement All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.

DATED thisday of, 2019.	
	Company:
	V
	Name:
	Title:

MEETING DATE:	JUNE 11, 2019	ITEM NO. 3	
TO:	BOARD OF DIRECTORS		
FROM:	STEVE HILL CEO/PRESIDENT	Stem Oxill	
SUBJECT:	LAS VEGAS EVENTS – EVENT APPROVAL MOUNTAIN WEST BASKETBALL CHAMPIONSHIPS LAS VEGAS, NV – MARCH 1-7, 2020; MARCH 6-13, 2021; MARCH 5-12, 2022; MARCH 4-11, 2023		

#### RECOMMENDATION

That the Board of Directors consider approval of the distribution of funds to Las Vegas Events (LVE) in the amount of \$1,200,000 to fund the Mountain West Men's and Women's Basketball Championships, March 1-7, 2020, March 6-13, 2021, March 5-12, 2022, and March 4-11, 2023, at Thomas & Mack Center.

For possible action.

#### **FISCAL IMPACT**

FY 2020:	\$300,000	Estimated expenditure
FY 2021:	\$300,000	Estimated expenditure
FY 2022:	\$300,000	Estimated expenditure
FY 2023:	\$300,000	Estimated expenditure

		Stem Osill
BOARD		STEVE HILL CEO/PRESIDENT
ACTION:	26	

#### PURPOSE AND BACKGROUND

The Mountain West Basketball Championships feature 20 NCAA Division 1 men's and women's basketball games played over a seven-day period. Twenty-two teams (11 men's and 11 women's) will compete to win the conference championship and secure a bid to the NCAA Division 1 Men's and Women's tournaments.

Mountain West Basketball Championships are expected to draw more than 6,500 out-of-town visitors and generate an estimated total economic impact of \$9.5 million. Games will air on CBS and CBS Sports Network.

This event has been approved by the LVE Board of Directors and will be budgeted in future fiscal years.

MEETING DATE:	JUNE 11, 2019	ITEM NO. 4	
то:	BOARD OF DIRECTORS		
FROM:	STEVE HILL CEO/PRESIDENT	Stim Oxill	
SUBJECT:	LAS VEGAS EVENTS – EVENT APPROVAL WEST COAST CONFERENCE BASKETBALL CHAMPIONSHIPS LAS VEGAS, NV – MARCH 5-10, 2020; MARCH 4-9, 2021; MARCH 3-8, 2022		

#### RECOMMENDATION

That the Board of Directors consider approval of the distribution of funds to Las Vegas Events (LVE) in the amount of \$900,000 to fund the West Coast Conference Men's and Women's Basketball Championships, March 5-10, 2020, March 4-9, 2021, and March 3-8, 2022, at Orleans Arena.

For possible action.

#### FISCAL IMPACT

FY 2020: \$300,000 Estimated expenditure FY 2021: \$300,000 Estimated expenditure FY 2022: \$300,000 Estimated expenditure

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BOARD	STEVE HILL
ACTION:	CEO/PRESIDENT

#### PURPOSE AND BACKGROUND

The West Coast Conference Basketball Championships feature 18 NCAA Division 1 men's and women's basketball games played over a five-day period. Twenty teams (10 men's and 10 women's) will compete to win the conference championship and secure a bid to the NCAA Division 1 Men's and Women's tournaments.

West Coast Conference Basketball Championships are expected to draw more than 4,300 out-of-town visitors and generate an estimated total economic impact of \$6.6 million. ESPN will broadcast six games including the semi-finals and finals.

This event has been approved by the LVE Board of Directors and will be budgeted in future fiscal years.

MEETING DATE:	JUNE 11, 2019	ITEM NO. 5
TO:	BOARD OF DIRECTORS	
FROM:	STEVE HILL CEO/PRESIDENT	Stim Osill
SUBJECT:	NEAR MARKET CAMPAIGN UPDATE	

#### **RECOMMENDATION**

The Marketing Division will provide an update on its near market initiatives.

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

#### **FISCAL IMPACT**

None

	Alam VALL
	STEVE HILL
BOARD	CEO/PRESIDENT
ACTION:	

#### PURPOSE AND BACKGROUND

The Marketing Division launched a near market campaign to help drive visitation to the destination from key drive markets: Los Angeles, San Diego, San Francisco, and Phoenix. The campaign kicked off May 27, 2019, and will run through December 31, 2019.

This integrated campaign includes the following components:

- Spot market TV :30
- Radio :15/:30
- Digital and Social media
- Public relations
- Cinema
- Website and Email

MEETING DATE:	JUNE 11, 2019	ITEM NO. 6
то:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	Fich )
SUBJECT:	LEGAL COUNSEL'S REPORT AND RECOMP CONTRACT REPORT	WENDATION(S) AND

#### **RECOMMENDATION**

Legal Counsel will present a report and recommendation(s) regarding Legal Counsel actions, litigation, arbitration, threatened litigation, administrative hearings and other legal matters. In addition, Legal Counsel will present purchasing and other report(s) required by Nevada Revised Statutes (NRS) and/or Board policy.

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

#### **FISCAL IMPACT**

TBD

	Stem Elsel
BOARD ACTION:	STEVE HILL CEO/PRESIDENT

#### **PURPOSE AND BACKGROUND**

Legal Counsel will present a report regarding Legal Counsel action, litigation, arbitration, threatened litigation, administrative hearings and other legal matters. In addition, attached are purchasing report(s), if any, required by NRS and/or Board policy.

### LAS VEGAS CONVENTION AND VISITORS AUTHORITY REPORT FOR THE PERIOD ENDED – MAY 15, 2019

### 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
4/17/19	Lochsa Surveying	LVCCD Land Survey Consulting- Amendment #5 for supplemental topography around Kishner and post ALTA survey as a result of the added Kishner properties.	\$278,200.00	\$70,000.00	\$348,200.00

#### **AMENDMENTS TO CONTRACTS AND AGREEMENTS:**

In compliance with Board Policy 6.03 Article VI Procurement of Goods and Services, 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 16, 2019 through May 15, 2019. 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
		NONE TO REPORT			

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

MEETING DATE:	JUNE 11, 2019	ITEM NO. 7	
то:	BOARD OF DIRECTORS		
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Barrara Bolandy	
SUBJECT:	PUBLIC HEARING AND APPROVAL OF VOLUNTARY SEPARATION PROGRAM MEMORANDUM OF UNDERSTANDING		

#### **RECOMMENDATION**

That the Board of Directors consider, pursuant to Nevada Revised Statutes (NRS) 288.153: 1) Conducting a public hearing on a Memorandum of Understanding (MOU) between the Las Vegas Convention and Visitors Authority (LVCVA) and the Service Employees International Union (SEIU) Local 1107; and 2) Approving the MOU to participate in a Voluntary Separation Program (VSP) between the LVCVA and the SEIU Local 1107, effective May 22, 2019.

For possible action.

#### **FISCAL IMPACT**

To be determined – VSP costs will be offset by salary reductions.

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	STEVE HILL
BOARD	CEO/PRESIDENT
ACTION:	· ·

#### **PURPOSE AND BACKGROUND**

In furtherance of the LVCVA's strategy to ensure staffing levels are appropriate and work is performed as efficiently as possible, the Board of Directors, at their May 14, 2019 Regular Meeting, authorized LVCVA staff to offer a VSP at the discretion of the Chief Executive Officer (CEO)/President, as determined appropriate, subject to agreement with SEIU Local 1107 for members of the bargaining unit. NRS 288.153, Section 1, provides "Any new, extended, or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing." The attached MOU between the LVCVA and SEIU Local 1107 is such an agreement.

#### Memorandum of Understanding Between SEIU Nevada, Local 1107 And

The Las Vegas Convention and Visitors Authority

This Memorandum of Understanding ("MOU") is entered into by and between SEIU Nevada, Local 1107 ("SEIU") and the Las Vegas Convention and Visitors Authority ("LVCVA" or "Authority"), collectively referred to as the "Parties", on this 22nd day of May 2019 as follows:

- I. The parties agree that the LVCVA will offer eligible employees the opportunity to participate in a Voluntary Separation Program (VSP).
- II. Eligibility and benefits of the program are as follows:
  - Employees who have completed five (5) years of service with the LVCVA may apply and must do so by June 14, 2019.
  - Each application will be reviewed by the C Suite team, with final approval by the CEO/President based on an assessment of business necessity and ability to meet operational needs.
  - Employees approved for the program will receive a minimum of ten (10) weeks of compensation at their current hourly rate or salary for five years of LVCVA service. Employees will be eligible to receive one (1) additional week of compensation for each complete year of LVCVA service above five (5), to a maximum of 26 weeks.
  - In addition, employees will receive three (3) months of paid health insurance premiums.

#### III. Disposition of Applications

- Should it be necessary to reject an applicant because of business necessity or operational needs then a meeting will be set with SEIU prior to informing any of the applicants of the decision. Such meeting must occur no later than June 21, 2019.
- Seniority will be taken into consideration when determining which employees' applications are rejected or accepted.
- Separation dates will be discussed on a case by case basis, but in any event, the separation date will be no later than August 10, 2019.

Agreed to and Accepted:

Grace Vergara-Mactal

SEIU Nevada

Barbara Bolender

a Solarale an

LVCVA

MEETING DATE:	JUNE 11, 2019	ITEM NO. 8
то:	BOARD OF DIRECTORS	
FROM:	STEVE HILL CEO/PRESIDENT	Stem O Hill
SUBJECT:	COMPENSATION COMMITTEE REPORT	

#### **RECOMMENDATION**

The Compensation Committee will have met on June 10, 2019, to discuss items A-E. The Committee Chair will present a report to the Board of Directors.

### The Compensation Committee Chair will present a report and give the Committee's recommendations, if any, to the Board of Directors.

- Item A. Compensation Committee Charter Review and Evaluation
- Item B. Approval of Special Awards Policy Pursuant to Board Policy 1.04(13)
- Item C. Compensation Philosophy Program and Executive Class Review
- Item D. Legal Counsel's Performance Incentive
- Item E. CEO/President's Annual Performance Evaluation

For possible action.

FISCAL I	<b>MPACT</b>
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Item B

FY 2019:

\$75,000

Estimated expenditure

Item D

FY 2020:

TBD

Item E

FY 2020:

**TBD** 

		Stim Offell
BOARD ACTION:	X	STEVE HILL CEO/PRESIDENT

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: June 11, 2019

Subject: Compensation Committee Report

#### **PURPOSE AND BACKGROUND**

The Compensation Committee will have met on June 10, 2019, to discuss items A-E. The Committee Chair will present a report and give the Committee's recommendation(s), if any, to the Board of Directors.

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

That the Compensation Committee review its Charter and evaluate the Committee's performance pursuant to the Charter.

For possible action.

#### Item B. Approval of Special Awards Policy Pursuant to Board Policy 1.04(13)

That the Compensation Committee consider recommending to the LVCVA Board of Directors approval of the attached Special Awards Policy for Ambassadors pursuant to Board Policy 1.04(13).

For possible action.

#### Item C. Compensation Philosophy Program and Executive Class Review

That the Compensation Committee review and recommend to the LVCVA Board of Directors approval of the LVCVA's general compensation philosophy and executive compensation programs, and approval of title changes, and salary and bonus ranges of executive officers or "E" level positions.

For possible action.

#### Item D. <u>Legal Counsel's Performance Incentive</u>

That the Compensation Committee consider: 1) Any performance incentive for Legal Counsel for fiscal year 2019; and 2) Making an appropriate recommendation to the Board of Directors regarding performance incentive compensation based on accomplishment of the fiscal year 2019 goals.

For possible action.

#### Item E. <u>CEO/President's Annual Performance Evaluation</u>

That the Compensation Committee consider: 1) Rendering the Chief Executive Officer (CEO)/President's annual evaluation; 2) Approving his fiscal year 2020 goals; and 3) Making an appropriate recommendation to the Board of Directors regarding merit increase and performance incentive compensation based on accomplishment of the fiscal year 2019 goals.

For possible action.

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 10, 2019	ITEM A
то:	COMPENSATION COMMITTEE	
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Barbara Redender
SUBJECT:	COMPENSATION COMMITTEE CHARTER REVIEW AND EVALUATION OF COMMITTEE	

#### **RECOMMENDATION**

That the Compensation Committee review its Charter and evaluate the Committee's performance pursuant to the Charter.

For possible action.

#### **FISCAL IMPACT**

None

COMMITTEE ACTION:	STEVE HILL CEO/PRESIDENT

#### **PURPOSE AND BACKGROUND**

On February 13, 2018, the Compensation Committee adopted a Charter for its operations. The attached Charter requires that the Committee annually review and reassess the Charter, and recommend to the LVCVA Board of Directors any changes to the Charter. In addition, the Charter requires that the Committee evaluate its own performance over the last year.

### LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE CHARTER

#### I. Purpose

The Las Vegas Convention and Visitors Authority ("LVCVA") Compensation Committee ("Committee") is a special committee of the Board of Directors. As set forth below, the Committee has the authority to recommend to the Board of Directors the compensation of the LVCVA's CEO and Legal Counsel, any modifications that the Committee may deem necessary or advisable related to compensation philosophy, and the executive and union compensation programs, and such other duties as the Board shall delegate.

The Committee reviews and approves goals and objectives relevant to the CEO's and Legal Counsel's compensation, evaluates their performance in light of such goals and objectives, and either as a committee or together with the other independent directors recommends their compensation to the Board for approval based upon such evaluation. The Committee decides how to conduct its evaluation, which may change from time to time. In performing its evaluation, it may use published forms and procedures. The Committee may also hire and use consultants of varied disciplines to assist in the evaluation.

#### II. <u>Organization</u>

- Charter. At least annually, this charter shall be reviewed and reassessed by the Committee and any proposed changes shall be submitted to the Board of Directors for approval.
- 2. Members. The Chair of the Board shall appoint the members of the Committee. The Board must ratify any such appointment. The Committee shall be comprised of at least three (3) members. The Board of Directors may change committee members. The Chair of the Board of Directors shall

- also designate a Committee Chair or the Committee can nominate and appoint the Chair of the Committee.
- Meetings. In order to discharge its responsibilities, the Committee shall each year establish a schedule of meetings. Additional meetings may be scheduled as required.
- 4. Agenda, Minutes and Reports. The CEO shall be responsible for establishing the agendas for meetings of the Committee. An agenda, together with materials relating to the subject matter of each meeting, shall be sent to members of the Committee prior to each meeting. Minutes for all meetings of the Committee shall be prepared to document the Committee's discharge of its responsibilities. The Committee shall make reports to the Board of Directors and seek Board approval for the Committee's recommendations.

#### III. Responsibilities

The following shall be the principal responsibilities of the Committee:

- 1. Compensation Philosophy and Program. In consultation with the CEO, the Committee shall recommend to the Board for approval the LVCVA's general compensation philosophy, and oversee the development and implementation of executive compensation programs. The Committee shall review on a periodic basis the LVCVA's executive compensation programs and recommend to the Board any modifications that the Committee may deem necessary or advisable.
- 2. CEO's and Legal Counsel's Compensation. The Committee shall annually review and recommend for Board approval the LVCVA's goals and objectives relevant to the compensation of the CEO and Legal Counsel and shall evaluate the performance of the CEO and Legal Counsel in light of those goals and objectives. Based on such evaluation, the Committee shall recommend to the Board for approval the compensation (including base salary, incentive compensation and benefits) of the CEO and Legal Counsel.

- 3. Officer Compensation and Special Awards. Annually, the Committee shall also review and recommend for Board approval title changes, salary and bonus ranges of executive officers or "E" level positions. The Committee shall review annually management's policy related to special awards, including but not limited to, service awards and retirement gifts and make change recommendations to the Board.
- 4. Benefit Plans and Union Contracts. The Committee shall review and recommend for Board approval the terms of the LVCVA's non-salary benefit plans and review and recommend for Board approval all union contracts.
- 5. Committee Performance Evaluation. The Committee shall evaluate its own performance on an annual basis.
- 6. Access to Consultants. The Committee shall have the resources and authority to discharge its duties and responsibilities as described herein.
- 7. Delegation. Committee may delegate any of its responsibilities to a subcommittee comprised of one or more members of the Committee, the Board or members of management.
- 8. Other Duties. The Committee shall also carry out such other duties as may be delegated to it by the Board of Directors from time to time.

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#### IV. **Adoption**

The above and foregoing consisting of	four (4	) pages, inc	cluding	g this page	, were
duly and regularly adopted as the Las	Vegas	Convention	and	Visitors Au	thority
Compensation Committee Charter this	12	day of	FOL	cuary. 2	:018.

Chair

**Compensation Committee** 

The above and foregoing consisting of four (4) pages, including this page, were duly and regularly adopted as the Las Vegas Convention and Visitors Authority Compensation Committee Charter this 13 day of February, 2018.

LVCVA Board of Directors

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 10, 2019	ITEM B
то:	COMPENSATION COMMITTEE	
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Barbara Bolenda
SUBJECT:	APPROVAL OF SPECIAL AWARDS POLICY PURSUANT TO BOARD POLICY 1.04(13)	

#### RECOMMENDATION

That the Compensation Committee consider recommending to the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors approval of the attached Special Awards Policy for Ambassadors pursuant to Board Policy 1.04(13).

For possible action.

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FY 2020:

\$75,000

Estimated expenditure

COMMITTEE ACTION:	STEVE HILL CEO/PRESIDENT
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#### **PURPOSE AND BACKGROUND**

On November 14, 2017, the LVCVA Board of Directors changed the LVCVA Board Policies and added Board Policy 1.04(13) which provides:

"Approval of Special Awards. The Board shall receive and approve annually recommendations from its Compensation Committee related to management's policy related to special awards, including but not limited to service awards and retirement gifts and approve the special awards policy. Prior Board approval is also required for any exceptions to the policy."

Staff has drafted and seeks approval of the attached policy.



### **AUTHORITY MANUAL**

POLICY TITLE	Rewards and Recognition Policy
ORIGINATION DATE	September 11, 2018
REVISION DATE	

#### **PURPOSE**

To ensure "The workers who make it all work" feel valued and acknowledged for their tenacious dedication to the Company and understand their job is imperative to the success of the LVCVA. Recognition and reward are a part of our culture, as is excellent customer service, and at the LVCVA, we are proud to demonstrate our commitment. Our goal to increase ambassador engagement fosters synergy and ownership assisting the LVCVA in realizing our objectives.

#### **POLICY**

The LVCVA will acknowledge and reward our ambassadors through formal and informal methods as follows:

- Express, on a daily basis, gratitude to one another by saying thank you
- Publicly acknowledge superior performance, service and attitude
- Establish programs designed to honor achievement and further our culture and goals
- Establish a total reward structure to include fair, competitive compensation and incentives

#### METHODS OF REWARD AND RECOGNITION

#### LONGEVITY

**Service Awards**: An annual luncheon celebration honoring tenured ambassadors with management and Board of Directors in attendance. Estimated costs:

- Total costs for pins, commemorative certificates and luncheon estimated at \$10,000.00 annually
- Service Awards in increments of 5 years:
  - 5-year award valued up to \$150
  - 10-year award valued up to \$200
  - o 15-year award valued up to \$300
  - 20-year award valued up to \$400
  - 25-year award valued up to \$550
  - 30-year award valued up to \$700
  - o 35-year award valued up to \$850
  - o 40-year award valued up to \$1000

#### **EXCEEDING EXPECTATIONS**

**Authority Champion:** A catered quarterly event where ambassadors are nominated for exceeding expectations by either management or their peers. Nominated ambassadors receive:

- Entrance into a drawing for the chance to win \$100 (total of 30 \$100 awards) and a parking space for the quarter.
- Four movie tickets per nominated ambassador
- Commemorative certificate

**Customer Service Excellence:** A Las Vegas Metro Chamber of Commerce program designed to recognize excellent customer service throughout the community. All ambassadors who receive an Authority Champion nomination are invited to attend a quarterly event with the Chamber. In addition, the ambassador will receive a certificate, pin and photo at the event. Individuals have the opportunity of achieving bronze, silver or gold status based on number of nominations.

**Hospitality Hero:** This recognition event is in conjunction with National Travel and Tourism week. Four ambassadors are nominated by the LVCVA based on Authority Campion nominations and their annual performance evaluation score. In addition, the ambassador is recognized at the board meeting in May, receiving a plaque and certificate followed by an ambassador event held on property.

**Just Because:** A People & Possibilities on-the-spot recognition program where People Partners award ambassadors with two movie tickets for exceeding expectations.

**Commemoration of Special Events:** On occasion, all ambassadors may be provided with branded apparel or other branded items to commemorate a special event or organizational achievement.

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 10, 2019	ITEM C	
то:	COMPENSATION COMMITTEE		
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Bouloug Bolender	
SUBJECT:	COMPENSATION PHILOSOPHY PROGRAM AND EXECUTIVE CLASS REVIEW		

#### RECOMMENDATION

That the Compensation Committee review and recommend to the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors approval of the LVCVA's general compensation philosophy and executive compensation programs, and approval of title changes, and salary and bonus ranges of executive officers or "E" level positions.

For possible action.

#### FISCAL IMPACT

None

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COMMITTEE		STEVE HILL CEO/PRESIDENT
ACTION:	· · · ×	OLO/I KLOIDENT

#### PURPOSE AND BACKGROUND

In accordance with the Compensation Committee Charter Responsibility, the Committee shall review on a periodic basis the LVCVA's executive compensation programs and recommend to the Board of Directors any modifications that the Committee may deem necessary or advisable. Additionally, the Charter requires that the Committee annually review and recommend to the Board of Directors approval of title changes and salary and bonus ranges of executive officers or "E" level positions.



**Executive Class Wage Scales** 

	e Title	M	inimum	٨	Midpoint	М	aximum
E-4	Chief Marketing Officer	\$	210,000	\$	255,000	\$	300,000
	Chief Sales Officer						
E-3	Chief Financial Officer	\$	170,000	\$	205,000	\$	240,000
	Chief Operating Officer						
	Chief People Officer						
	Chief Communication & Government Affairs Officer						
	Senior Vice President of Marketing						
	Senior Vice President of Sales						
	Legal Counsel						
E-2	Senior Vice President of Communication & Government Affairs	\$	150,000	\$	180,000	\$	210,000
	Senior Vice President of Operations						
	Vice President of Marketing						
	Vice President of Global Sales						
	Vice President of Business Sales						
E-1	Vice President of Customer Safety	\$	125,000	\$	153,500	\$	182,000
	Vice President of Information Technology						
	Vice President of Industry Initiatives						
	Vice President of the Research Center						
	Vice President of Finance						
	Vice President of Internal Audit						

#### **Executive Class Bonus**

The proposed productivity bonus award range for the Executive Class is 0-20%. All bonus awards will be based on annual successes and achievement of goals.

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 10, 2019	ITEM D			
то:	COMPENSATION COMMITTEE				
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Boubara Bolande			
SUBJECT:	SUBJECT: LEGAL COUNSEL'S PERFORMANCE INCENTIVE				

#### RECOMMENDATION

That the Compensation Committee consider: 1) Any performance incentive for Legal Counsel for fiscal year 2019; and 2) Making an appropriate recommendation to the Board of Directors regarding performance incentive compensation based on accomplishment of the fiscal year 2019 goals.

For possible action.

FISCAL IMPACT FY 2020: TBD

	Stun Ostell
COMMITTEE	STEVE HILL CEO/PRESIDENT
ACTION:	

#### **PURPOSE AND BACKGROUND**

Las Vegas Convention and Visitors Authority (LVCVA) Board policy provides that the Compensation Committee may consider a performance incentive for Legal Counsel.

The Committee will submit its recommendation regarding performance incentive for approval to the Board of Directors at their June 11, 2019, Regular Meeting.

Las Vegas Convention and Visitors Authority Convention Center Las Vegas, NV

#### MEMORANDUM

DATE:

MAY 30, 2019

TO:

COMPENSATION COMMITTEE LVCVA BOARD OF DIRECTORS

STEVE HILL

**CEO/PRESIDENT** 

FROM:

LUKE PUSCHNIG, ES

LEGAL COUNSEL

SUBJECT:

**GOALS MEMORANDUM-FY 2019** 

The purpose of this memorandum is to provide to you an explanation of some of the work performed on my goals that were approved by you and the Board of Directors for fiscal year 2018-2019. Below please find a short discussion regarding those goals.

<u>Goal 1:</u> Continue the review and draft all legal aspects of the Las Vegas Convention Center District, including continuing work on the required construction contracts.

During fiscal year FY 2019, the Legal Department was responsible for the following contracts: The \$750,000,000 construction manager at risk contract with Turner/Martin Harris for the construction of the West Hall. All of the other construction and professional services (architects etc....) agreements needed to proceed with the construction of the West Hall. Moreover, the Legal Department reviewed modifications to those agreements during the construction.

The LVCVA's property insurance carrier, FM Global, has made significant recommendations for the construction of the West Hall. Legal Department had to coordinate those recommendations.

Also in furtherance of the West Hall project, Legal Department was instructed and completed two (2) very complicated property acquisitions. First, the Kishner properties were acquired for a little under \$50,000,000. Second, the Siegel property was the subject of a complicated land swap. Both of these property acquisitions necessitated relocation of tenants and other necessary activities.

Another CMAR contract had to be drafted for Phase III – renovation of the current Las Vegas Convention Center. In addition, it was required that architectural and other professional services agreements were also drafted and completed.

In addition, as part of the overall LVCCD project, the Legal Department had to participate and initially draft the Design Build agreement for the people mover project and participate in the negotiation of the contract.

<u>Goal 2:</u> Coordinate review of insurance policies and negotiate with insurance companies to make changes pursuant to that review.

The LVCVA's insurance policies were reviewed by Public Agency Risk Management Services, Inc, Mr. Wayne Carlson. Mr. Carlson's twenty-six (26) page report provided recommendations to discuss policy changes with various insurance companies during the LVCVA's renewal in July of 2019. Moreover, we ordered and should receive by May 31, 2019 a report, from a company named McLarens, on maximum foreseeable loss and probable foreseeable loss in order to determine whether the LVCVA has the right amount of property insurance. Once received, if the amount indicates a change to the property insurance coverages then we will negotiate that change with FM Global.

<u>Goal 3.</u> Track and participate in the legislative process during the 2019 Legislative session.

The Legal Department initially reviewed and reported on all Bill Draft Requests. In addition, we reviewed the bills and reported on the relevant bills as they were introduced. In addition, the Legal Department answered a number of questions regarding potential changes to the Nevada Revised Statutes.

**Goal 4:** By August 1, 2018, investigate, obtain and continually evaluate the appropriate amount and scope of insurance for the LVCVA within the budget. Adjust all claims made by third parties and report the status of such claims to the Chair of the Board of Directors on a quarterly basis.

At the July 2018 meeting of the LVCVA Board of Directors an insurance program was approved and well within budget.

There were over 300 open claims during the fiscal year and the Legal Department investigated and adjusted those claims. Some claims only required review and consideration of the possible legal and risk management ramifications. This would include making the required "for record only" notification to the LVCVA insurance carriers. Other claims required research, letters and follow up telephone calls, etc... from the Legal Department. The goal is to either deflect cases away from the LVCVA or to get the claims to be handled by third party's insurance companies. The Legal Department has been quite successful in getting such third-party insurance companies to accept the tender of defense.

In addition, there were a number of claims that required research, review and settlement because the amount was too low to get the LVCVA's liability insurance company involved. Moreover, these settlements help with customer service in that the LVCVA resolves these claims (when the LVCVA is probably liable) without making the claim an "issue" for our customers.

A report was provided to the Chair of the Board of Directors along with quarterly litigation report. Any significant claim was reported to the Chair and the President.

# LAS VEGAS CONVENTION AND VISITORS AUTHORITY COMPENSATION COMMITTEE MEETING AGENDA DOCUMENTATION

MEETING DATE:	JUNE 10, 2019	ITEM E
то:	COMPENSATION COMMITTEE	
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	Bowara Boluder
SUBJECT:	CEO/PRESIDENT'S ANNUAL PERFORMANC	E EVALUATION

#### RECOMMENDATION

That the Compensation Committee consider: 1) Rendering the Chief Executive Officer (CEO)/President's annual evaluation; 2) Approving his fiscal year 2020 goals; and 3) Making an appropriate recommendation to the Board of Directors regarding merit increase and performance incentive compensation based on accomplishment of the fiscal year 2019 goals.

For possible action.

FISCAL IMPACT FY 2020: TBD

	STEVE HILL
COMMITTEE ACTION:	CEO/PRESIDENT
ACTION.	

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#### PURPOSE AND BACKGROUND

In accordance with the Board of Directors Policy, the Committee is requested to conduct the annual review and evaluation of the CEO/President's performance. The CEO/President's evaluation will be for the year July 1, 2018, through June 30, 2019. Additionally, the Committee is requested to evaluate the CEO/President's proposed goals for fiscal year 2020.

The Committee will submit their recommendation regarding compensation to the Board of Directors at their June 11, 2019, Regular Meeting.



If you would like to receive the agendas for the board of directors meetings, please contact Silvia Perez, Executive Assistant to the Board, at: 702-892-2802; fax

702-892-7515; or sperez@lvcva.com.

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- Regular meetings of the Las Vegas Convention and Visitors Authority (LVCVA) board of directors are scheduled for the second Tuesday of each month at 9 a.m., or at the call of the chair.
- All board of directors meetings of the LVCVA are open to the general public.
- Committee meetings may be rescheduled or cancelled. Committee meeting dates and/or locations are held at the call of the chair.
- 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 of directors meetings are posted on the LVCVA website at: 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 8 (@ City Hall)

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10

#### COMMITTEE MEETINGS

**LVCCD Committee** Meeting - February 26

**Marketing Committee** Meeting - March 18

**LVCCD Committee** Meeting - April 1

**LVCCD Committee** Meeting - May 8

Public Hearing on the Budget - May 22

**Compensation Committee** Meeting – June 10

> **Audit Committee** Meeting - June 17

Marketing Committee Meeting – July 15

### COMMITTEES OF THE LVCVA BOARD OF DIRECTORS

#### **AUDIT COMMITTEE**

Mr. Bill Noonan, *Chair*Mr. Gregory Lee, *Vice Chair*Mayor Pro Tem Peggy Leavitt
Councilman George Rapson
Ms. Mary Beth Sewald
Commissioner Lawrence Weekly

#### **COMPENSATION COMMITTEE**

Ms. Mary Beth Sewald, *Vice Chair*Mr. Chuck Bowling
Councilwoman Michele Fiore
Mr. Tom Jenkin
Mr. Bill Noonan
Ms. Marilyn Spiegel
Commissioner Lawrence Weekly

#### **POLICY COMMITTEE**

Mayor Pro Tem Peggy Leavitt, *Chair*Councilman George Rapson, *Vice Chair*Mr. Chuck Bowling
Mayor Carolyn Goodman
Mr. Gregory Lee
Mr. Bill Noonan

### LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE

Mr. Chuck Bowling, *Chair*Commissioner Larry Brown, *Vice Chair*Mayor Carolyn Goodman
Mayor Pro Tem Pamela Goynes-Brown
Mr. Tom Jenkin
Councilman John Marz

#### **MARKETING COMMITTEE**

Councilman John Marz, *Chair*Mayor Pro Tem Pamela Goynes-Brown, *Vice Chair*Councilwoman Michele Fiore

Mr. Tom Jenkin

Mr. Gregory Lee

Commissioner Lawrence Weekly

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

Commissioner Larry Brown

Mayor Carolyn Goodman

