

## COMMUNITY BENEFITS PLAN

### I. BACKGROUND

This community benefits plan (this "Plan") has been developed by LV Stadium Events Company, LLC ("Developer") pursuant to §§ 29.5 and 31.5 of the Southern Nevada Tourism Improvements Act (the "Act") to ensure the greatest possible participation by all segments of the local community in the economic opportunities available in connection with the design, construction, and operation of the National Football League stadium being developed by Developer (collectively, the "Project").

### II. COMMUNITY OVERSIGHT AND ACCOUNTABILITY

2.1 Benefits Oversight Committee. Pursuant to the Act, the Clark County Stadium Authority ("CCSA") shall, in consultation with Developer, create a benefits oversight committee (the "BOC"). The BOC shall meet at the call of the chair or as requested by the chair of the CCSA. The BOC shall post its meeting agendas and conduct its meetings in a manner consistent with the Nevada Open Meeting Law. The BOC shall not have an annual budget, shall not open or maintain any financial accounts, shall not take on any debt or otherwise encumber itself or the CCSA in anyway, and shall not enter into any contracts or other agreements obligating it or the CCSA.

2.2 Appointment of Members to the BOC; No Compensation. The BOC shall consist of seven members. The CCSA shall appoint one member to the BOC, with such member serving as the chair of the BOC. Developer shall appoint three members to the BOC. The Governor of Nevada, Nevada State Senate Majority Leader, and the Nevada State Assembly Speaker shall each appoint one member to the BOC. Each member of the BOC must have the education, experience, and skills necessary to effectively execute the duties and responsibilities of a member of the BOC. Consistent with the Act, members of the BOC are not entitled to receive any compensation for serving as a member of the BOC or as an officer or employee of the CCSA. The Local Chambers, as defined below, will have an opportunity to provide input to the appointing persons regarding the proposed members of the BOC.

2.3 Role and Responsibility of the Benefits Oversight Committee. The BOC shall oversee Developer's compliance with the terms and conditions of this Plan and will provide monitoring, oversight, and accountability in connection with the performance of this Plan. In furtherance of this responsibility, the BOC shall receive and review reports from Developer and its Community Benefits Director or designated liaison (as appointed or designated and during the periods specified in Section 2.5 below), as set forth in this Plan, relative to this Plan's progress and Developer's commercially reasonable efforts to implement the programs contemplated by this Plan. The BOC shall report to the CCSA its findings as to whether Developer is making commercially reasonable efforts to implement the programs contemplated by this Plan.

2.4 BOC Removal and Vacancy. The appointing person may remove its members of the BOC with or without cause. Members shall also be removed from the BOC in the event the member dies or resigns. Vacancies on the BOC shall be promptly filled by the person entitled to appoint such member in accordance with the preceding paragraphs.

2.5 Developer Monitoring and Administration. Developer will monitor this Plan and institute, and/or cause its prime contractor, stadium manager, and concessionaire to institute, commercially reasonable internal controls and monitoring procedures related to the implementation of and compliance with this Plan. During construction, report forms for tracking Local Small Business Enterprise (as defined in Section 3.1.3) participation, workforce utilization, and local participation will be required monthly from the prime contractor and all subcontractors and are a condition of each subcontract and such reports shall be made available to the CCSA. Each prime contractor and subcontractor shall be required to maintain all records related to Local Small Business Enterprise (as defined in Section 3.1.3) participation, workforce utilization, and local participation for not less five years after the expiration of the applicable subcontract and to make such records available to the CCSA upon request. After completion of construction of the Project, Developer will require its stadium manager and concessionaire submit periodic reports detailing the efforts and status of the Project with respect to this Plan. Developer will appoint a Community Benefits Director during the construction phase to provide leadership in the implementation and monitoring of this Plan. After completion of construction of the Project, Developer will designate an individual to serve as Developer's liaison regarding any issues related to compliance with this Plan.

2.6 Public Reporting. Developer will provide quarterly reports that will identify Developer's efforts to comply with this Plan during construction of the Project, and after conclusion of construction of the Project, Developer will continue to provide such quarterly reports until two consecutive reports demonstrate compliance with this Plan. Thereafter, Developer shall continue to provide such reports on an annual basis. For the avoidance of doubt, public reports will reflect efforts by the Developer as well as its various contractors charged with constructing, operating, and servicing the Project. Reports shall include identification of any programs created pursuant to this Plan and performance metrics related thereto, including, the share of the stadium construction undertaken by Local Small Business Enterprises pursuant to Section 3.2.1; minority and women workforce hiring pursuant to Section 3.3.1(I); and WMBE (as defined in section 3.1.1) hiring, purchasing and contracting shares pursuant to Section 3.1.7 and Section 3.3.4. One time (a) during the year that construction is concluded; (b) during the year after the second year of operations following Project completion; and (c) during every fifth year thereafter, the Developer's compliance with this Plan may be included in the annual audit performed by the CCSA pursuant to the stadium lease between the CCSA and the Developer, pursuant to the terms of such lease. Such audit may be requested by the BOC in its discretion; and, if requested, Developer agrees to comply with such request by providing appropriate information.

2.7 Cost of Compliance. Developer acknowledges and agrees that the implementation of, and compliance with, its commitments as set forth in this Plan will require the commercially reasonable expenditure of funds, foregoing certain revenue

streams, incurring higher operating expenses, and distributing other meaningful resource allocations (e.g., volunteer hours), either directly by Developer or by those charged with carrying the various provisions of this Plan on Developer's behalf. All parties acknowledge the resource allocations necessary to effectuate this Plan are significant and some may not be readily quantifiable. As such, nothing in this Section 2.7 or any other section of this Plan shall require Developer to allocate resources or otherwise incur costs other than on a commercially reasonable basis.

## 2.8 Compliance.

2.8.1 Developer Determines Noncompliance. To the extent Developer determines it is not in compliance with its obligations to implement this Plan, Developer shall prepare and submit a remedial plan to achieve compliance outlining the compliance issue or issues it has identified and specifying actions that will be undertaken to remedy areas of noncompliance. Such remedial plan may not reduce requirements of the Plan without approval of the BOC. To the extent the BOC believes that the remedial plan reduces or eliminates any of Developer's obligation under this Plan, the BOC shall work in good faith with Developer to negotiate specific remedial actions that will be taken to achieve compliance with this Plan in a manner that does not reduce or eliminate Developer's obligations within forty-five (45) days of receiving such Plan.

2.8.2 BOC Determines Noncompliance. To the extent the BOC reasonably determines Developer has failed to make commercially reasonable efforts to implement this Plan, after having received two consecutive reports from Developer indicating such noncompliance or after receiving an audit report pursuant to Section 2.6 indicating noncompliance, the BOC shall provide notice of such noncompliance to the Developer. To the extent the BOC determines that Developer is not in compliance with its obligations to implement this Plan, the BOC shall provide guidance, as necessary and appropriate, to Developer and its Community Benefits Director or its designated liaison (as appointed or designated and during the periods specified in Section 2.5) and may request specific information related to issues identified to ensure that commercially reasonable efforts are being made to implement all aspects of this Plan as specified in this Section 2.8.2. To the extent the Developer does not concur with such finding of noncompliance, Developer shall submit an explanation as to why Developer believes it is compliant with the Plan to the BOC. To the extent the Developer concurs that such noncompliance occurred, the Developer shall prepare and submit a remedial plan to achieve compliance specifying actions that will be taken to remedy areas of noncompliance. Such remedial plan may not reduce or eliminate Developer's requirements of the Plan without approval of the BOC. To the extent the BOC believes that the remedial plan reduces or eliminates any of Developer's obligation under this Plan, the BOC shall work in good faith with Developer to determine specific remedial actions that will be taken to achieve compliance with this Plan in a manner that does not reduce or eliminate Developer's obligations within forty-five (45) days of receiving such remedial plan. To the extent the parties cannot come to a resolution,

notice will be provided to the Stadium Authority and the parties will agree on a process to resolve the dispute.

### **III. COMMUNITY BENEFITS**

Developer understands how critically important community participation is. Developer is committed, both through its own efforts and through the efforts of its contractors, to provide opportunities to participate in and benefit from the design, construction, and operation of the Project to a broad and diverse membership of the community. This Plan is a multi-faceted program to achieve participation in the Project by the local community, including people of color; women, minority and women owned businesses, veterans and other targeted members of the community (the "Targeted Groups").

This Plan includes the following benefits directed at such Targeted Groups within the community: (1) local small, woman and minority business enterprise participation; (2) community engagement; (3) workforce diversity; and (4) technical assistance and an internship program.

#### **3.1 Local Small and WMBE Participation.**

3.1.1 Overview. Strengthening the local small, minority, and female business community economically contributes to the overall economic growth and expansion of the community. Developer's program is designed to achieve meaningful and lasting benefits to the community through business opportunity that enable Local Small Business Enterprises (as defined in Section 3.1.3) and women and minority owned business enterprises ("WMBEs") to enhance and further develop and grow their businesses.

3.1.2 Commitment and Participation. The Developer and its prime contractor for the Project anticipate entering into a "guaranteed maximum price" contract (the "GMP Contract") which will integrate into that contract all aspects of the design, development, and construction of the stadium. The GMP Contract shall require that 15% of the aggregate value of the construction work performed be subcontracted to Local Small Business Enterprises, and provide that failure to comply with such requirement shall be deemed a material breach of the GMP Contract. In addition to the Local Small Business Enterprise commitment, Developer shall use reasonable commercial efforts to implement initiatives for maximizing participation in construction of the Project that include:

A. Contacting those vendors who have signed up via CCSA's website to be on CCSA's vendor list for the Project.

B. Structuring bid packages to encourage participation by WMBE firms, including defining, segmenting or sizing bid packages at levels to increase the likelihood WMBEs can successfully undertake such projects; allowing for contract partnering and encouraging larger bidders to include WMBEs as co-bidders or project subcontractors; and streamlining the bid submittal process to reduce the time and cost of submittal for WMBEs.

C. Collaborating with local small, women, and minority business organizations to identify firms for participation on the Project, including: Latin Chamber of Commerce, National Association of Minority Contractors, Women Business Enterprise Council, Nevada Contractor's Association, Western Region Minority Supplier Development Council, Asian Chamber of Commerce, Urban Chamber, and the Gay and Lesbian Chamber of Commerce Nevada (collectively, the "Local Chambers"). This shall include providing bid packages and other stadium-related contracting opportunities to the Local Chambers, so they may circulate the same to their respective members.

D. Using commercially reasonable efforts to engage and provide opportunities to WMBEs consistent with the availability of WMBE firms in the marketplace.

E. Facilitating partnerships between WMBE vendors and other vendors, including encouraging vendors to partner with WMBEs, encouraging larger vendors to subcontract work to WMBEs, and encouraging business mentorship programs that might provide professional development opportunities for WMBEs

F. Developing an accelerated payment process for small businesses to ease the cash flow difficulties such firms may experience.

G. Collaborating with its prime contractor for the Project to develop a program that encourages long-term relationships with Local Small Business Enterprises and WMBEs; that provides meaningful feedback to contractors, subcontractors and vendors relative to performance-related issues and encourages continued development of skills and abilities; that puts systems into place to ensure larger contractors and vendors are aware of Local Small Business Enterprises and WMBEs that have successfully undertaken stadium related work.

3.1.3 Definition of "Local Small Business Enterprise". A "Local Small Business Enterprise" is defined as: (1) an independent business; (2) has been in operation for a minimum of 4 years; (3) its principal place of business is in a fixed location in the state of Nevada; (4) has all necessary Nevada licenses and registrations; and (5) annual revenues in each of the immediately preceding three fiscal years has not exceeded: (i) \$20,000,000 in public works projects, (ii) \$10,000,000 in other construction, goods, materials, equipment and general services contracts, (iii) \$2,500,000 in professional services, including, without limitation, architectural and engineering services, or (iv) \$3,500,000 in trucking.

3.1.4 Certification. To ensure that the Local Small Business Enterprise program benefits only those businesses that are owned and controlled by local small business enterprises as identified in the Act, Developer will require its prime contractor to verify that firms demonstrate whether they meet the requirements for a Local Small Business Enterprise outlined above. To ensure that the WMBE program benefits only businesses owned and controlled by women and minority business owners, Developer will

require its prime contractor, stadium operator, and stadium concessionaire to verify that a recognized agency or organization has certified them. WMBE firms will be considered eligible and meeting the requirements for WMBE participation credit if they are able to show proof of certification by a recognized third-party verification service (e.g., Western Regional Minority Supplier Development Council, Women's Enterprise Business Council - West or any other similar providers of business certification cited by the Nevada Department of Business and Industry) or certification by the U.S. Small Business Administration's 8a Program, or existing minority purchasing councils, states, cities, municipalities, airport authorities, state departments of transportation or transit authorities.

3.1.5 Modification to Local Small Business Enterprise Contracting Targets.

The CCSA may waive or modify the Local Small Business Enterprise hiring requirements as set forth in Section 3.1.2 if the Developer or its prime contractor presents proof satisfactory to the CCSA that there is an insufficient number of Local Small Business Enterprises available and qualified to subcontract for the work to be performed. Such proof must include evidence that: (a) reasonable efforts were made to notify small local businesses of the availability of work to be performed, which must include evidence of public advertisement calling for bids for a period of not less than 20 days before the date on which such bids must be submitted; and (b) in considering the availability and qualifications of a Local Small Business Enterprises to perform work described in Section 3.1.2, a contractor reasonably considered the work experience, safety history, and financial stability of the Local Small Business Enterprise.

3.1.6 Local Business Support. Developer will support the CCSA's efforts to accept information from interested local contractors and vendors to participate in the construction of the Project. Developer's prime contractor shall host an outreach event to local businesses, including contacting construction firms that have signed up on the CCSA website.

3.1.7 Prime Contractor Requirements. Developer shall require its Prime Contractor do each of the following:

- A. Allow a Local Small Business Enterprise to which work is subcontracted to be covered by any bond or insurance of the prime contractor, provided however the prime contractor may require that such contractor or subcontractor pay its proportionate share of the cost of such bond or insurance coverage.
- B. Ensure that a Local Small Business Enterprise to which work is subcontracted hire its employees in a manner that does not discriminate against any person on any basis prohibited by law.
- C. Not impose any requirement on a Local Small Business Enterprise to which work is subcontracted related to the employees selected by the Local Small Business Enterprise to perform the subcontracted work.

- D. Provide the mentorship program set forth in Section 3.4.1 to assist Local Small Business Enterprises to develop the skills necessary to carry out the work that is subcontracted.

3.1.8 Success of Participation. Developer shall require its prime contractor to make available to the CCSA on a periodic basis the level of participation of Local Small Business Enterprises and WMBEs in the Project. The periodic basis of such reporting shall not be less than the public reporting periods set forth in Section 2.6.

### 3.2 Community Engagement.

3.2.1 Overview and Participation. Developer believes in focused relationship-building and active, visible, and sustained outreach to the community. Developer's outreach approach is aimed at identifying, attracting, qualifying, and building interest and enthusiasm for the Project to the local and WMBE contracting community. Developer shall accomplish this through the following strategies during construction of the Project:

- A. Developer open houses to explain the bid packages, procurement schedule and process to interested bidders.
- B. Conduct pre-bid informational meetings to inform and advise Local Small Business Enterprises and WMBEs of the potential opportunities on the Project.
- C. Meeting regularly with the Local Chambers to update them on the Project. Developer shall also encourage input and recommendations from Local Chambers relative to strategies that might support this Plan, increase awareness or otherwise be helpful in effectuating this Plan.
- D. Communication via Internet, radio, newspaper, and other media.
- E. Liaison with community organizations, neighborhood groups, elected officials, community leaders, and agencies.

3.2.2 Community Access Programs. Developer will encourage and support community programs for veterans and military families, disadvantaged and at-risk youth, and low-income residents. Such community programs may include offering no cost or discounted admission tickets for the benefit of veterans and military families, disadvantaged and at-risk youth, and low-income residents.

### 3.3 Workforce and Business Diversity.

3.3.1 Overview and Participation. Developer is committed to ensuring that the community participates in the construction and operation through employment opportunities. Developer has created initiatives that have led to and will continue to lead to opportunities for women, people of color and other Targeted Groups. Developer will

undertake the following initiatives to maximize employment opportunities on the Project for Targeted Groups during design, construction, and operations as specified:

A. *Collaboration* – Collaborating with community based organizations throughout the design, construction and operation phase of the Project, which may include Local Chambers and similar organizations, to assist with the recruitment and referral of workers and businesses and the development of strategies that might support this Plan, increase awareness or otherwise be helpful in effectuating this Plan.

B. *Low Income* – Developer will implement the Community Workforce Program, which provides construction entry-level employment opportunities for low-income residents through short-term "hands on" industry experience from which participants can learn and identify a career path should they desire to pursue opportunities within the construction industry.

C. *Veterans* – Developer will partner with transition agencies, including Helmets to Hardhats, Developer will endeavor to promote and provide relevant employment opportunities to veterans.

D. *Faith Based Leaders* – Developer will maintain relationships with the faith based community leaders throughout the design, construction, and operation phases of the Project, utilizing their relationship with the communities they serve to communicate employment and business development opportunities on the Project.

E. *Apprenticeship Training* – Developer will work closely with the building trade unions to enable women and minorities to enter into apprenticeship programs during construction.

F. *Work Readiness Support* – Developer will partner with local sourcing agencies to ensure disadvantaged individuals are prepared for construction work by providing basic work clothes, boots, and tools.

G. *Union Partnership* – Partnering with unions to facilitate entry of women and minorities into apprenticeship programs during construction. To the extent Developer enters into a project labor agreement, such agreement shall be consistent with this Plan.

H. *LGBTQ Community* – Developer will maintain relationships with the Gay and Lesbian Chamber of Commerce Nevada and community leaders throughout the design, construction, and operation phases of the Project, to communicate employment and business development opportunities on the Project.

I. *Diversity* – Developer's contract with its prime contractor, Mortensen-McCarthy, shall require a workforce participation target of not less than a combined total of thirty-eight percent (38%) of construction work hours shall be performed by minority and female workers. With respect to operations after the opening of the Project,



Developer's contracts with any concessionaire and any stadium manager overseeing operations shall require such contractors to set a workforce participation target of not less than a combined total of fifty-five percent (55%) work hours on days in which an event takes place, including setup and tear down, shall be performed by minority and female workers.

3.3.2 First Source Employment. Developer will consider Targeted Groups for employment in connection with the construction and operation of the Project, including considering referrals of qualified Targeted Groups that have completed training and apprenticeship programs offered pursuant to this Plan.

3.3.3 Livable Wage Requirements. Developer will encourage and support livable wage programs for employees working on the construction and operation of the Project. All employees working on the Project will be paid and receive benefits to the extent required by and in full compliance with any applicable laws, rules or regulations. Service contracts shall not be subdivided into two or more contracts that logically should be made a single transaction if the purpose of subdividing is to avoid the requirements of this paragraph.

3.3.4 Utilization of Certified Business Enterprises; Minority Workforce. Throughout the design, construction, and operation of the Project, Developer will encourage and support: (i) opportunities for minority and women owned businesses and other Targeted Groups, and (ii) purchasing opportunities for minority and women owned businesses and other Targeted Groups for direct services, goods, procurement, and vendor opportunities. Further, Developer will utilize reasonable good faith efforts to encourage and support equal employment hiring opportunities that include: (a) minority hiring opportunities; (b) hiring opportunities for low income residents; (c) hiring opportunities for individuals with disabilities; (d) hiring opportunities for veterans; and (e) hiring opportunities for members of the LGBTQ community. The Developer, the CCSA, and the BOC acknowledge that the design of the stadium itself was largely adapted from a prior project, with substantial design work completed prior to the creation of this Plan. Developer agrees to utilize good faith efforts to encourage the participation of local businesses, minority and women owned businesses, and other Targeted Groups in the remaining design work occurring after implementation of this Plan on projects on the stadium site itself, pre-construction infrastructure supporting the Project, including the Developer's temporary office space, preview and sales center, landscape design, construction training centers, and environmental and engineering work.

3.3.5 Encouraging Opportunities for WMBEs During Stadium Operations. In a manner generally similar to that set forth in Sections 3.1.2 (B), (E) and (G) for the construction phase of the project, the Developer will encourage the design of bid packages, facilitation of partnership, and business retention programs for contracting, subcontracting, purchasing, and procurement opportunities during the operations phase of the Project where it is commercially reasonable to do so.

3.3.6 Annual Stadium Opportunity Community Outreach. At least once each calendar year during the construction and operations phases of the Project, the Developer shall host an employment and business development opportunity fair, or host or participate in a similar event, designed to inform and encourage participation in stadium-related employment and business opportunities for small businesses, WMBEs, and other Targeted Groups. The Developer will use reasonable commercial efforts to ensure that the event is appropriately publicized and will encourage participation by the stadium manager, stadium concessionaire, and other major Project contractors and vendors.

3.3.7 Soliciting Feedback from Local Chambers. At least once each calendar year throughout the construction and operations phases of the Project, the Developer shall solicit input from Local Chambers relative to the effectiveness of the employment and business development initiatives set forth in this plan. The Developer agrees to use reasonable good faith efforts to integrate such input where it might increase, improve or enhance employment or business development opportunities contemplated by this plan where it is commercially reasonable to do so.

#### 3.4 Mentoring/Technical Assistance/Internships.

3.4.1 Local Small Business Enterprise Resource Center. To address capacity building of small local, women and minority owned businesses, Developer will develop a Local Small Business Enterprise Resource Center as a tool to strengthen and expand local small, women and minority owned businesses in the community during the construction process. The resource center will provide a knowledge base and technical assistance in all facets of the construction business, with Developer personnel and consultants utilized as construction experts providing guidance and support. The services of the resource center will be concentrated around business development, business administration, project management, and technical services for Local Small Business Enterprise firms to develop and enhance their capabilities and competencies for future growth. The center services would be available to firms involved with the Project.

3.4.2 Workforce Training and Development; Apprenticeship Participation. During the construction and operation of the Project, Developer will work with local community partners, such as unions, prime contractors, applicable subcontractors, universities, its concessionaire, its stadium manager overseeing operations, and other organizations to train a diverse and competent workforce to prepare Targeted Groups to become pre-apprentices in the construction and operation-related trades (e.g., engineering, facility operations, sales and marketing, and information technology). Developer will provide support services for Targeted Groups taking classes. Developer shall consider training programs recommended by the BOC from time to time and shall specifically consider career workshop programs, individual employment, service plan programs, vocational skills training, work support services, and job placement services.

3.4.3 Internship Program. Developer's internship program during construction will offer high school and college students the opportunity to participate in paid summer internships that will expose them to the construction industry and will give students the

opportunity to gain experience in varied aspects of the construction business. Developer will use reasonable commercial efforts to include participation in the internship program with any contract with its prime contractor and any such prime contractor that subcontracts work to a Local Small Business Enterprise shall provide a mentorship program to assist the Local Small Business Enterprise to develop the skills necessary to carry out the work that is subcontracted.

#### **IV. CHARITABLE AND CIVIC ENDEAVORS**

4.1 Raiders Community Relations. Developer will work with the Raiders to continue its long-time tradition of community outreach through the Raiders Community Relations department, a department within the Raiders organization devoted to ensuring that the organization serves as an asset to Clark County, above and beyond the civic and economic benefits flowing to a host community for a storied National Football League club. Developer will work with the Raiders to continue annual production of the Raiders annual community report, in a format substantially similar to the report produced for 2016. All members of the Raiders organization, including members of the Raiders NFL team, are encouraged to reach out to the local community to support local charitable and civic causes. The Raiders' community outreach programs have included events such as, for example:

- Player participation in programs at local schools designed to encourage students to sharpen their skills both on the field and in the classroom;
- Player participation in Breast Cancer Awareness Day and fundraising;
- Player participation in programs designed to encourage young children develop a healthy lifestyle through proper diet and exercise;
- Player participation in efforts to raise awareness and/or fundraise for various charitable causes through the My Cleats program and other initiatives;
- Player participation in local food drives and bringing holiday meals and gifts to members of the local community who would not otherwise have an opportunity to celebrate the holidays;
- Hosting multiple visits by the Make-A-Wish Foundation that provided children the opportunity to spend time with their favorite players;
- Hosting player safety clinics for area youth football coaches; and
- Providing to charitable donations to numerous organizations including local scholarship funds, Toys For Tots, and youth and veteran organizations.

4.2 NFL Grants and Funding. The Raiders will work with the National Football League to obtain grants to fund facilities improvements for local community athletic and educational organizations.

4.3 Raiders Foundation. The Raiders Foundation, the primary charitable arm of the Raiders, will be active in Clark County to increase community and civic health through military support and youth development.