

## INTERLOCAL AGREEMENT WIRELESS ASSESSMENT STUDY

This Interlocal Agreement (the "Agreement") is by and between the CLARK COUNTY, a political subdivision of the State of Nevada (the "County"), and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City"), to jointly participate in activities regarding conducting a feasibility study for a municipal wireless infrastructure.

### WITNESSETH:

WHEREAS, NRS 277.080 to 277.180 authorizes any one or more public agencies to enter into agreements with any one or more other public agencies to perform any governmental service activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, both the County and the City have a collective interest in making a comprehensive assessment of the technological, regulatory, and financial conditions conducive to municipal wireless infrastructure policy for the benefit of government use as well as ancillary public use; and

WHEREAS, to accurately and completely determine the feasibility of implementing a municipal wireless infrastructure planning process, the City issued a Request for Proposal inviting "qualified firms or individuals to submit written proposals to conduct a study to ascertain the feasibility of a wireless infrastructure in the Las Vegas Valley"; and

WHEREAS, an evaluation team composed of representatives from both parties selected Civitium, LLC to perform the feasibility study because of their best overall offer from a competitive source selection process;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follows:

1. The cost of the feasibility study will not exceed \$117,000.
2. The consultant's costs will be split equally in half among the parties.
3. The City will execute an agreement substantially in the form of Attachment A with the selected consultant (Civitium, LLC) to benefit the parties and pay invoices as submitted by the consultant and approved by the parties.
4. AGREEMENT TERM. The term of this Agreement shall be from the date of last signature until completion of the feasibility study (anticipated to be ninety (90) days after contract award to Civitium).
5. TERMINATION. Any party to this agreement has the right to terminate their participation for convenience, however, they will forfeit their obligated payment portion to the other party once a contract is awarded to the consultant. Such termination will be effected by thirty (30) days written notice through the Notice process (Section 7.0).
6. CONSIDERATION. The County will forward it's payment to the City within thirty (30) days of approval of this Agreement. If the agreement between the consultant and the City is terminated for any reason prior to completion or if for any reason the City is unable to enter into such an agreement, the funds set aside for payment of those services will be returned to the County by the City. If payments have been made from those funds, the remaining funds will be divided equally among the City and the County.
7. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by any delivery or courier service, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other parties at the addresses set forth below:

FOR THE COUNTY: County of Clark  
 James Spinello, Acting Chief Information Officer  
 500 So. Grand Central Parkway, 6<sup>th</sup> Floor  
 Las Vegas, NV 89106  
 Telephone: (702) 455-5682  
 Facsimile: (702) 455-3558

COPY TO: County of Clark  
 Information Technology Department  
 Lester Lewis, Network and Telecommunications Manager  
 500 So. Grand Central Parkway 4<sup>th</sup> Floor  
 Las Vegas, NV 89106  
 Telephone: (702) 455-5853  
 Facsimile: (702) 455-4932

FOR THE CITY: City of Las Vegas  
 Kathleen C. Rainey, Manager  
 Purchasing and Contracts Division  
 City Hall/First Floor  
 400 Stewart Ave.  
 Las Vegas, NV 89101  
 Telephone: (702) 229-6231  
 Facsimile: (702) 384-9934

COPY TO: City of Las Vegas  
 Joseph Marcella, CIO  
 Department of Information Technology  
 City Hall/Fifth Floor  
 400 Stewart Ave.  
 Las Vegas, NV 89101  
 Telephone: (702) 229-6291  
 Facsimile: (702) 385-9369

8. INCORPORATED DOCUMENTS. The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided. The attachments to this agreement include:

Attachment A: Proposed Contract between City of Las Vegas and Civitium, LLC

9. INSPECTION & AUDIT.

a. Books and Records. All parties agree to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other parties, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. All parties agree that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other parties, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal

funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of any party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorney's fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION. No party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other parties and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of any other agency or any other party, except as expressly provided by this agreement.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. ASSIGNMENT. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other parties.

18. OWNERSHIP OF PROPRIETARY INFORMATION. The product of the contract between the City of Las Vegas and Civitium, LLC belongs to all the parties of this contract equally, subject to payment of their prorated share as defined in this agreement.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

24. THIRD PARTY BENEFICIARIES. This contract is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any other third party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS AGREEMENT HAS BEEN MADE AND ENTERED INTO, and shall become effective after its execution by the last of the parties to execute this Agreement, as said date appears below.

City of Las Vegas, NEVADA

Date of approval by CITY:

\_\_\_\_\_  
KATHLEEN C. RAINEY, Manager  
Purchasing and Contracts

\_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

Thomas R. Green 9/26/06  
Thomas R. Green

\_\_\_\_\_  
BARBARA JO RONEMUS  
City Clerk

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CLARK COUNTY, NEVADA

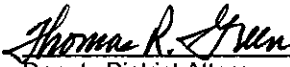
Date of approval by COUNTY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

 9/26/06  
Deputy District Attorney  
Thomas R. Green

\_\_\_\_\_  
SHIRLEY B. PARRAGUIRRE  
County Clerk

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b. Inspection & Audit. All parties agree that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other parties, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

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24. THIRD PARTY BENEFICIARIES. This contract is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any other third party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**CONTRACT  
WIRELESS ASSESSMENT STUDY**

THIS CONTRACT is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and CIVITIUM LLC (hereinafter the "Company") having its principal office at 12850 Hwy 9, Suite 600 PMB-306, Alpharetta, GA 30004.

**SECTION A – Contract Form**

The subject matter of this Contract is the performance a feasibility study for a municipal wireless infrastructure within the Las Vegas Valley.

**SECTION B – Basic Terms**

**B-1 Definitions**

The following definitions apply to this Contract:

(a) "*Acceptance*" means the City's receipt of, and written notice that, the Deliverables or services received under the Contract substantially conform to the terms and conditions thereof.

(b) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(c) "*City*" means the City of Las Vegas.

(d) "*City Council*" means the governing body of the City.

(e) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(h) "*County*" means the Clark County, Nevada.

(i) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(j) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

**B-2 Contract Type**

This Contract provides for the payment of a fixed price amount for services performed by the Company.

**B-3 Prices/Costs**

(a) The City will pay the Company for services performed as follows:

| <u>Item</u> | <u>Description</u>        | <u>Price</u> |
|-------------|---------------------------|--------------|
| 1           | Wireless Assessment Study | \$117,000    |

**B-4 Performance Period**

The performance period commences on the Award Date and all services under the Contract must be completed by no later than ninety (90) days after the project kick-off meeting.

**B-5 Invoices**

(a) The Company shall submit an invoice to the City upon completion of Deliverables. All invoices should identify (i) the purchase order number, (ii) the Contract Number, (iii) description of services by Contract Line Item number against which charges are made, and (iv) the date of the invoice. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. The Company shall submit an original invoice to:

Department of Finance and Business Services  
Attn: Accounts Payable  
City of Las Vegas  
400 Stewart Ave.  
Las Vegas, NV 89101-2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such fees listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company is to provide a copy of each invoice to the Project Manager.

**SECTION C – Statement of Work****C-1 General Scope of Services**

The Company shall provide all materials and labor to perform a Wireless Assessment Study In accordance with Attachment 2 "Section 4- Work Plan" form the company's proposal. The Company shall complete Deliverables as set forth in Paragraph C-2 "Deliverables".

**C-2 Deliverables**

(a) The Company shall complete the following Deliverables and shall deliver two (2) unbound printed copies and one (1) copy in electronic format:

(1) **A Wireless Business Case** that include the following elements:

- (a) Current State Analysis for Wireless Communications that includes:
  - (i) Legislative Climate;
  - (ii) State of the Technology;
  - (iii) Current Service Providers, Deployments and Coverage; and
  - (iv) Other Conditions

(b) Current Cost Analysis for Wireless Communications that includes:

- (i) Implementation Costs and Assumptions;
- (ii) Ongoing Maintenance Costs; and
- (iii) Other Cost Elements/Considerations

(c) Business Drivers/Applications for Wireless Communications that includes:

- (i) Applications for Local Government;
- (ii) Applications for Public Safety/Emergency Operations;
- (iii) Applications for Collateral Use;

(d) Business Implications that includes:

- (i) Gap Analysis;
- (ii) Future State Analysis;
- (iii) Feasibility Study;
- (iv) Cost/Benefit Analysis;
- (v) Risk/Impact Analysis; and
- (vi) Government's Role and Responsibility

(2) **Wireless Master Plan** that include the following elements:

- (a) Scope;
- (b) Implementation Alternatives;
- (c) Recommended Implementation Plan; and
- (d) Recommendation of Qualified Vendor Required Competencies

(3) **Summary of Project Area Assessments and Recommendations**

When final Deliverables are completed, the Company shall also provide an executive summary for both the Wireless Business Case and the Master Plan and provide an executive presentation in Power Point.

(b) **Notes and Materials.** Upon completion of the final Deliverables, the Company shall provide the notes and material from stakeholder interviews, workshops, research and other supporting efforts.

**C-3 Assumptions and Additional Items**

(a) Utilizing prior experience and standards to develop a cost analysis for the Wireless Business Case [(Deliverable 1(b))] and to develop a Business Implications analysis [Deliverable 1(d)], the Company shall take into consideration local factors (i.e. geography, population growth, infrastructure, municipalities in the area).

(b) As part of the aforementioned Deliverables in subparagraph C-3(a) above, the Company shall provide the following for a follow-on Request for Proposal package:

(i) Cost Analysis - Terms that require potential suppliers to perform a cost analysis and demonstrate how they arrive at their conclusions

(ii) Business Implications – Terms that would require potential suppliers to prepare a Business Implications analysis and to demonstrate how they arrive at their business plan.

**C-4 Meetings and Progress Status**

(a) Meetings. As a minimum, the Company will be required to attend progress status meetings which will be held at intervals of 30, 60 and 90 days from Award Date (total of 3 meetings).

(b) Progress Status Reporting and Documentation. At the progress status meetings, the Company should be prepared to discuss (i) the status of work performed to date; (ii) projected work during the upcoming 30 day period; (iii) potential problems or issues affecting the contract performance; and (iv) comments or suggestions designed to address these problems or issues.

(c) In addition to the above, the Company is to provide the following documentation for City review and Acceptance at the times stated:

(i) 60 Day Progress Status Meeting – A draft of each Deliverable 1, 2 and 3. The City shall provide review and Accept the drafts or provide review comments and the Company shall incorporate those comments into the final Deliverables.

(ii) 90 Day Progress Status Meeting – The final Deliverables 1, 2 and 3.

**SECTION D – Special Clauses****D-1 Legal Notice**

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:           City of Las Vegas  
                                  Manager, Purchasing and Contracts  
                                  City Hall, First Floor  
                                  400 Stewart Avenue  
                                  Las Vegas, Nevada 89101-2986  
                                  Fax: (702) 384-9964

FOR THE COMPANY:   Civitium, LLC  
                                  Patrick McCamley  
                                  1815 S. Washington St.  
                                  Denver, CO 80210  
                                  Fax: (678) 623-3489

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

**D-2 Contract Administration**

(a) The City will administer the Contract on behalf of the City and the County including processing payments, coordinating performance of services and other activities as described herein.

(b) Within fifteen (15) days after the Award Date, the City will designate a Project Manager in writing. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract. The Project Manager will provide all general direction to the Company regarding Contract performance. The Project Manager is not authorized to waive or change any material terms of the Contract.

**D-3 Company Representative/Key Personnel**

(a) Within fifteen (15) days after the Award Date, the Company shall designate a Company Representative in writing to oversee performance of this Contract. The Company Representative shall be the primary point of contact for all issues involving payments, quality, and other matters arising under this Contract. The Company Representative shall be available to meet with the City's Project Manager to discuss Contract status or issues as the need arise.

(b) The following individuals are deemed to be "Key Personnel", and are essential to the performance of this Contract. These individuals cannot be replaced without the written consent of the City:

Patrick McCamley  
Denise Brady  
Jim Geier  
Tom Grimaldi

**D-4 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional prudence, skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, have the election to either (i) re-perform or perform the services so that the services conform to the warranty; or (ii) reimburse the City any amounts paid to the Company under this Contract.

**D-5 Licenses**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses applicable to the work performed under this Contract.

**D-6 Intellectual Property Rights**

All Deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City and the County are exclusively the property of the City and the County, as applicable. Notwithstanding the foregoing, the City acknowledges that the Deliverables may incorporate information, documentation, ideas, concepts, data, tools, analysis, and know-how that are proprietary intellectual property belonging to the Company and that it is not the intention of the parties that the provision of services under this Contract be an assignment of any ownership rights in any such proprietary intellectual property, which Company hereby reserves for itself; provided, however, the City shall be entitled to utilize the Deliverables as

contemplated therein, and the Company hereby grants a license to the City to utilize any of Company's proprietary intellectual property incorporated therein in conjunction with the authorized use of the Deliverables by the City or the County.

#### **D-7 Order of Precedence**

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

### **SECTION E – General Clauses**

#### **E-1 Disputes** [CAO-6/5/02]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

#### **E-2 Notice of Delay** [CAO-6/5/02]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

#### **E-3 Termination for Convenience** [CAO-6/5/02]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work

and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination at its then prevailing hourly rates, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

**E-4 Termination for Default [CAO-6/5/02] R**

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required thereunder) within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under similar terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for to the City if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience".

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) Company's liability to the City for a termination of this Contract after an uncured event of default is limited to the amount of the Contract Price that may have been paid to the Company prior to the Event of Default.

**E-5 Insurance [CAO-6/5/02] R**

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Company, the City and the County from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

(b) The City and the County shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.

(d) Certificates indicating that such insurance is in effect shall be delivered to the City within ten (10) days after the Award Date of this Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of this Contract. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Company and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(e) Should the Company fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Company.

**E-6 Indemnification [CAO-6/5/02] R**

(a) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall protect, indemnify and hold harmless the City and the County, its officers, employees, agents, and consultants (collectively herein the "City" and the "County") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City and the County, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City or the County. The City and the County for their protection may retain any money

due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City and the County.

(b) It is expressly agreed that the Company shall defend the City and the County, and each of them, against the Liabilities and in the event that the Company fails to do so, the City and the County, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

(c) The foregoing indemnification and duty to defend obligations in subsection (a) and (b) shall not exceed the aggregate amount of insurance proceeds paid by Company's insurance carriers. With respect to uninsured losses, Company shall not be liable for amounts in excess of the Contract Price previously paid to Consultant.

#### **E-7 Assignment** [CAO-6/5/02]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

#### **E-8 Waiver** [CAO-6/5/02]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

#### **E-9 Taxes/Compliance with Laws** [CAO-6/5/02]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

#### **E-10 Audit of Records** [CAO-6/5/02] R

(a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

(b) The Company agrees to permit the City and the County or the City's and County's designated representative(s) to inspect and audit its records and books relative to this Contract at

any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City and the County desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City and the County or the City's and County's designated representative(s) at an address within the City of Las Vegas as designated by the City or the County of Clark, Nevada as designated by the County. If the City and the County or the City's and the County's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City and the County representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City and the County or the City's and County's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City and the County or the City's and County's designated representative(s) finds the dollar liability is less than payments made by the City and the County to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City and the County or (b) at the City's and County's option, credited against any future billings due the Company.

#### **E-11 Independent Contractor** [CAO-6/5/02] **R**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City and the County. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City and the County shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party excepting that the County other than the City is a third party beneficiary to this Contract.

#### **E-12 Severability** [CAO-6/5/02]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract.

Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

#### **E-13 Conforming Services** [CAO-6/5/02]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. It shall be the responsibility of the Company to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-14 Modification/Amendment** [CAO-6/5/02]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-15 Section and Paragraph Headings** [CAO-6/5/02]

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-16 Conflict of Interest (City Officials)** [CAO-6/5/02] **R**

(a) An official of the City, who is authorized in such capacity and on behalf of the City and the County to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City and the County to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City and the County relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

**E-17 Integration** [CAO-6/5/02]

This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

**E-18 Public Records** [CAO-6/5/02] **R**

Members of the City and the County are public agencies as defined by state law. As such, they are subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's and County's Records that are public records are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

**E-19 Confidentiality – City and County Information** [CAO-6/5/02] **R**

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use

any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City and the County is obtained. Upon request by the City, the Company shall promptly return to the City and the County all confidential information supplied by the City and the County, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City and the County, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City and the County; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City and the County; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City and the County. In such event the City and the County, in their sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-20 Marketing Restrictions** [CAO-6/5/02]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

#### **E-21 Limitation of Funding** [CAO-6/5/02]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

#### **E-22 Changes – Fixed-Price Services** [CAO-6/5/02]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

- (i) Description of services to be performed.
- (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
- (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

#### **SECTION F – List of Attachments/Exhibits**

The following Exhibits are hereby incorporated into this Request for Proposal:

The following Attachments are hereby incorporated into any awarded Contract:

| <u>Identifier</u> | <u>Title/Text Reference</u>                                             | <u>Date</u> | <u>Pages</u> |
|-------------------|-------------------------------------------------------------------------|-------------|--------------|
| Attachment 1      | Certificate – Disclosure of Ownership/Principals<br>[Paragraph E-16(c)] | 09/06       | 2            |
| Attachment 2      | Section 4- Work Plan<br>[Paragraph C-1]                                 | 06/06       | 10           |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

\_\_\_\_\_  
KATHLEEN C. RAINEY, Manager  
Purchasing and Contracts

"City"

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green      9/26/06  
Thomas R. Green      Date

CIVITIUM, LLC

Patrick McCamley  
PATRICK MCCAMLEY, Senior Partner

"Company"

**CERTIFICATE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## 1. Definitions

**"City" means the City of Las Vegas.**

**"City Council" means the governing body of the City of Las Vegas.**

***"Contracting Entity,"* means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.**

**"Principal"** means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

## 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

### 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

#### 4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

|               |                                   |
|---------------|-----------------------------------|
| Block 1       | <u>Contracting Entity</u>         |
| CIVITIUM, LLC |                                   |
| Name          | 12850 Hwy 9 #600 ALABAMA GA 30004 |
| Address       | 720-255-6231                      |
| Telephone     | 20-1349948                        |
| EIN or DUNS   |                                   |

| <b>Block</b> | <b>Description</b>                          |
|--------------|---------------------------------------------|
|              | <b>Subject Matter of Contract/Agreement</b> |
|              | <b>Wireless Assessment Study</b>            |
|              | RFP# 060253-DK                              |

**Block 3:** Type of Business  
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

|     | FULL NAME/TITLE                  | BUSINESS ADDRESS                           | BUSINESS PHONE |
|-----|----------------------------------|--------------------------------------------|----------------|
| 1.  | Greg Richardson/Managing Partner | 12850 Hwy 9 Suite 600, Alpharetta GA 30004 | 678-595-3085   |
| 2.  | Patrick McCamley/ Sr. Partner    | 1815 S. Washington Street, Denver CO 80201 | 720-255-6237   |
| 3.  | Bailey White/ Sr. Partner        | 12850 Hwy 9 Suite 600, Alpharetta GA 30004 | 404- 975-4523  |
| 4.  | Felicia Richardson/ Treasurer    | 12850 Hwy 9 Suite 600, Alpharetta GA 30004 | 678-595-3123   |
| 5.  |                                  |                                            |                |
| 6.  |                                  |                                            |                |
| 7.  |                                  |                                            |                |
| 8.  |                                  |                                            |                |
| 9.  |                                  |                                            |                |
| 10. |                                  |                                            |                |

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A.

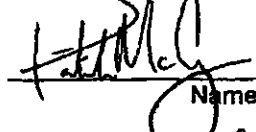
**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Response to Las Vegas RFP NO. 080253 – DK

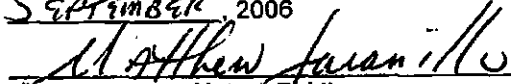
Date of Attached Document: 6/27/2007 Number of Pages: 24

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

  
 Name PATRICK McCamley  
 Date 9-26-06

Subscribed and sworn to before me this 26 day of

SEPTEMBER, 2006

  
 Notary Public

My Commission Expires 08/30/2007



## SECTION 4 - WORKPLAN

June 2006

### Proposed Approach

#### Civitium's Overall Approach

At the core of any municipal wireless broadband planning process is a comprehensive study, which includes a careful assessment of the technological, regulatory, political and financial challenges, as well as local community broadband needs. The comprehensive study will identify and validate key objectives and provide the overall requirements, methodologies and timelines required to organize and manage a successful municipal wireless broadband initiative. The findings will be reflected in the Wireless Business Case (WBC.)

As the Project Sponsors then move to the Procurement Process, the findings of the comprehensive study, specifically those addressing Political and Regulatory Issues, Comprehensive Community Stakeholder Analysis, Asset Inventory, and Business Model Selection, will serve as the foundation for preparing the Wireless Master Plan (WMP) and eventually, if warranted, inform a Municipal Wireless Broadband RFP.

#### Civitium's Detailed Approach

For ease of ranking the completeness of this proposal, Civitium presents below a detailed approach for each specific deliverable found in Section C-2 of the RFP. In addition, at the beginning of each sub-section (C-2.1, C-2.2, and C-2.3) is an outline of the applicable parts of the process Civitium has developed specifically for municipal wireless broadband initiatives.

##### (1) Wireless Business Case

**Approach:** The following outline is a *sample outline* of a Wireless Business Case (WBC.) The actual WBC outline would be developed with input from the City and County project sponsors.

**Sample Outline****Wireless Business Case**

1. State of Wireless Communications
  - a. Overview of Wireless Technology
  - b. Overview of Services Available in the City and County
  - c. Overview of Regulatory/Legislative Climate
2. Cost Analysis for New Wireless Communications
  - a. Implementation Costs and Assumptions
  - b. Ongoing Network Maintenance and Customer Support Costs
  - c. Sales, Marketing, and Other Costs
3. Stakeholder Analysis Results- Drivers and Key Objectives
  - a. Vision of a Digital Community
  - b. Overview of Key Objectives
  - c. Business Drivers/Applications
    - (i) Local Government
    - (ii) Public Safety/Emergency Operations
    - (iii) Community Applications
  - d. Risks, Challenges and Obstacles
  - e. Role of Government
4. Business Implications
  - a. Gap Analysis
  - b. Future State Analysis
  - c. Feasibility Study
    - (i) Digital Community Case Studies/Business Models
      1. Fit with City and County Vision and Objectives
      2. Technology and Architecture
      3. Preliminary Costs
      4. Benefits
      5. Risks, Concerns and Obstacles
  - d. Inventory of City and County Assets
  - e. Radio Frequency Analysis
5. Preferred Business Model
6. Overview of Options/
  - a. Solicit Vendor Interest
  - b. Take No Action

(a) Current State Analysis for Wireless Communications

**Approach:** Research publicly available and secondary information where available, about the telecommunications industry and regulatory environment as indicated below.

(i) Legislative Climate

**Approach:** Consider telecommunications regulations known to be applicable within the project area and advise the Project Sponsors on ways in which objectives might best be met within this environment. In addition to specific prohibitions in Nevada, there are pending federal legislative efforts aimed at telecommunications regulation reform in various stages of development on Capital Hill. Most appear to be focused on local exchange carriers' entry into the video services market and video franchising. Civitium will assess known federal, state and local regulations and to the extent possible, recommend ways to best meet the priority objectives of this initiative.

We note that the RFP does not seek legal services. Our proposal assumes that the Project Sponsors will be obtaining legal services in addition to and outside the scope of this RFP.

(ii) State of the Technology

**Approach:** Provide an overview of the current state of wireless technologies including WiFi, WiFi Mesh, WiMAX, Cellular/3G, and Satellite services and the extent that each of these technologies is available in the project area.

(iii) Current Service Providers, Deployments and Coverage

**Approach:** Research telecommunications companies identified as operating in the project area regarding existing network coverage and service offerings, and expansion plans.

Consider the telecom industry's response to similar initiatives in other markets, especially those providers operating in the project area, and recommend ways to mitigate the project's vulnerability to such responses.

(iv) Other Conditions

**Approach:** Consider the competitive dynamic within the telecom industry in Nevada; Interview project representatives from other municipal wireless broadband initiatives to determine how these projects affected or were impacted by the competitive dynamic within the industry.

(b) Current Cost Analysis for Wireless Communications

**Approach:** This initiative anticipates a network at no cost to the City and County, therefore, Civitium suggests that the burden of fully analyzing costs should lie on the shoulders of potential bidders as opposed to the City and County. Should the City and County move forward with a Request for Proposals, Civitium is prepared to suggest terms that would require bidders to perform a cost analysis and demonstrate how they arrived at their conclusions.

That said, Civitium will provide a preliminary cost analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions to provide the data requested in Section 1 (b).

(i) Implementation Costs and Assumptions

**Approach:** Civitium will provide a preliminary cost analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions.

(ii) Ongoing Maintenance Costs

**Approach:** Civitium will provide preliminary maintenance costs analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions.

(iii) Other Cost Elements/Considerations

**Approach:** In addition to the cost information requested below, Civitium recommends collecting cost data potentially useful for bidders and useful to the City and County in its evaluation of bids, including the City and the County's annual expenditures for leased telecommunications services, especially high-capacity services (T-1s and greater.)

(c) Business Drivers/Applications for Wireless Communications

**Approach:** Conduct extensive interviews with key internal and external stakeholders. Develop interview material that 1) informs participants about this initiative, creating a common understanding and base of knowledge amongst participants; 2) solicits information about end-user expectations, and interest in utilizing/procuring such services; and 3) identifies real and perceived risks, challenges and issues relative to this initiative.

Working with the Project Sponsors, identify participants representing government, including public safety, and emergency operations personnel, and community stakeholders, including retail businesses, institutions, non-profit organizations, transportation providers, office tenants, property managers, etc.

(i) Applications for Local Government

**Approach:** Identify through local government stakeholder analysis, 1) applications currently in use and applications in development that may benefit from a community wide wireless network; and 2) present an overview of widely used applications in other communities.

(ii) Applications for Public Safety/Emergency Operations

**Approach:** Identify through public safety and emergency operations stakeholder analysis, 1) applications currently in use and applications in development that may benefit from a community wide wireless network; and 2) present an overview of widely used applications in other public safety and emergency operations agencies.

(iii) Applications for Collateral Use

**Approach:** Identify through external stakeholder analysis, 1) applications currently in use throughout the community and applications in development that may benefit from a community wide wireless network; and 2) present a sampling of widely used external applications in other communities.

(d) Business Implications

**Approach:** This initiative anticipates a network at no cost to the City and County, therefore, Civitium suggests that the burden of fully analyzing Business Implications should lie on the shoulders of potential bidders as opposed to the City. Should the City and County move forward with a Request for Proposals, Civitium is prepared to suggest terms that would require bidders to demonstrate how they arrived at their business plan.

That said, Civitium will provide preliminary information regarding business implications relying on our experience in other cities, industry standards, available indexes, and specific assumptions to provide the data requested in Section 1 (d).

(i) Gap Analysis

**Approach:** Identify existing need for the City and County (Economic, Social, Government Efficiencies) and what technologies/solutions are available to address those needs, including 1) summary broadband technologies/solutions, 2) summary market penetration data, 3) consumer choice and competitive market data, and 4) pricing. Compare identified need with available services and identify gaps, if any.

(ii) Future State Analysis

**Approach:** Examine the market viability of solutions, including emerging technologies, such as Metro Wireless Ethernet (WiFi, WiMAX) relative to the viability of technology, the vendor community, pricing, performance, etc.

(iii) Feasibility Study

**Approach:** Review feasibility of the City and County pursuing a Metro Wireless Initiative. Examine: 1) What are the drivers and motivation e.g., Economic, Social, Government Efficiencies; 2) What are the Model Options e.g., Vendor owned/operated, wholesale, retail, 3) What are the major hurdles/challenges e.g., state regulation, public perception; 4) What does the City and County have of value e.g., Vertical assets, anchor tenancy, catalyst, community leader.

(iv) Cost/Benefit Analysis

**Approach:** Evaluate the Cost/Benefits for each option identified, including 1) Deploying a Municipal Owned Network, 2) Facilitating the deployment of a Privately Owned and operated network, and 3) Taking no action-status quo.

(v) Risk/Impact Analysis; and

**Approach:** Through Civitium's experience with similar initiatives in other communities, and information collected through stakeholder analysis identify and highlight risks, concerns and impacts of each option and recommend ways to mitigate same.

(vi) Government's Role and Responsibility

**Approach:** Identify Government's role for each option. Roles to consider include: Policy maker; 2) Governance Overseer; 3) Property/Asset Owner; 4) Anchor Tennant; 5) Partner, and 6) Grantee/Licensee.

## (2) Wireless Master Plan

### (a) Scope

**Approach:** Referencing the City of Las Vegas' Master Plan and 2005 Strategic Plan, we offer a sample outline/scope of a Wireless Master Plan. The actual WMP outline would marry planning objectives from the County as well and receive essential input from both project sponsors.

### Sample Outline

| Wireless Master Plan Scope Outline                        |  |
|-----------------------------------------------------------|--|
| 1. Background                                             |  |
| a. Introduction                                           |  |
| b. Overview                                               |  |
| 2. Why a Wireless Master Plan?                            |  |
| a. Wireless Vision for a Digital Community                |  |
| b. Wireless Business Case Summary Findings                |  |
| 3. Alignment with Master Plan                             |  |
| a. Economic Diversity                                     |  |
| b. Cultural Enhancement                                   |  |
| c. Fiscal management                                      |  |
| d. Regional Co-ordination                                 |  |
| 4. Role of Government                                     |  |
| a. Preferred Business Solutions Strategy (Business Model) |  |
| i. Requirements Definition                                |  |
| ii. Technical                                             |  |
| iii. Financial                                            |  |
| iv. Policy                                                |  |
| v. Vendor Qualifications                                  |  |
| 5. Implementation Alternatives                            |  |
| 6. Recommended Implementation Plan                        |  |

### (b) Implementation Alternatives

**Approach:** Relying on our considerable experience, consider best practice Business Models and implementations in use today and identify those that could potentially meet the priority objectives of this initiative as identified/validated in the Wireless Business Case phase.

The RFP does not seek an Asset Inventory or Radio Frequency (RF) Analysis. However, we highly recommend that both tasks be completed and have provided for this option in Section, 5 Pricing.

**(c) Recommended Implementation Plan**

**Approach:** Recommend the preferred Business Model and implementation based on the priority objectives of this initiative and the results of our analysis, technical and regulatory considerations, and physical landscape; Recommend measures that help mitigate risks, challenges, and issues identified by stakeholders and those raised by Civitium.

**(d) Recommendation of Qualified Vendor Required Competencies**

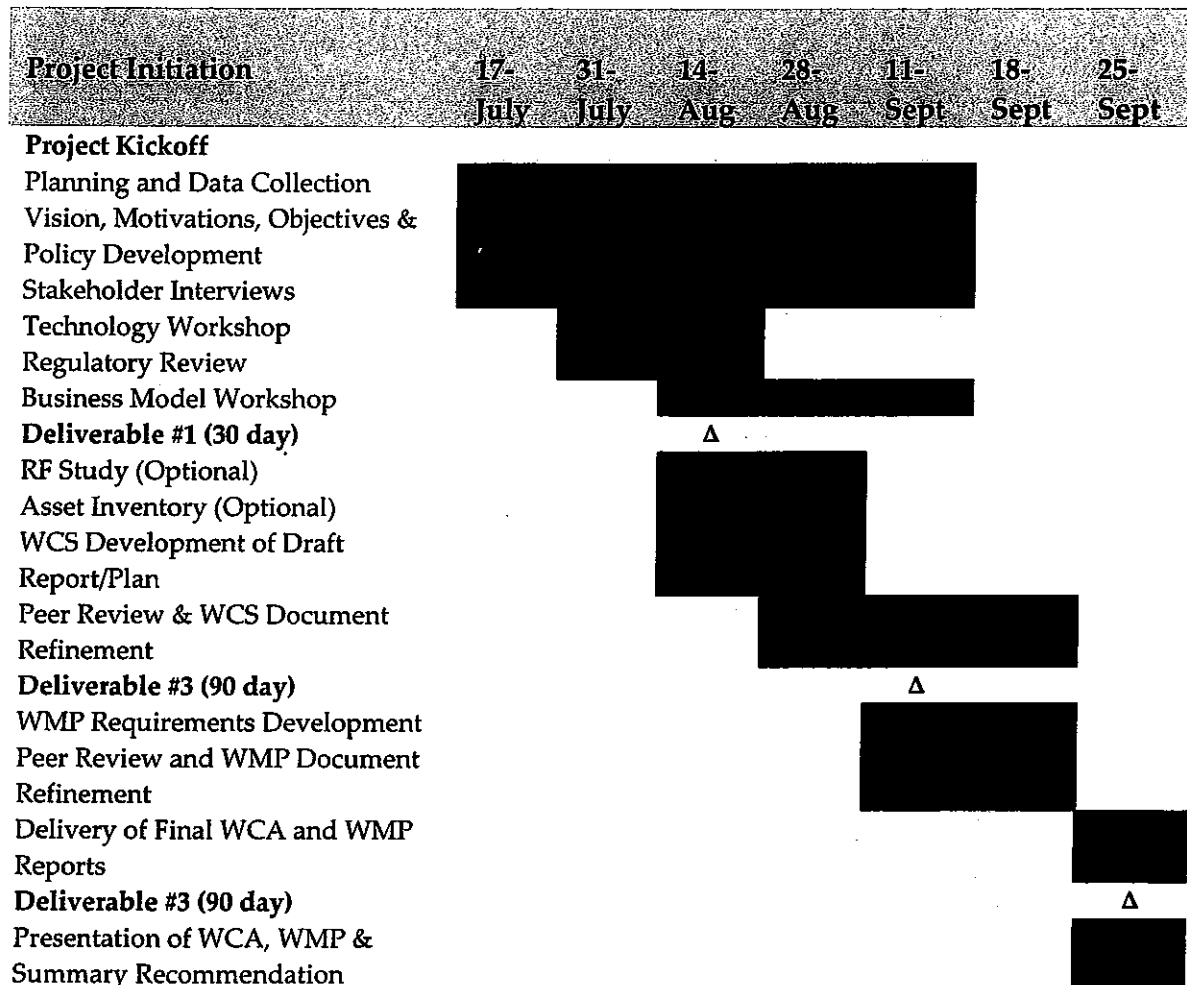
**Approach:** Recommend minimum levels of competency that a Qualified Vendor must meet to provision, operate and maintain the network, including marketing and sales, customer support, and financial capacity.

**(3) Summary of Project Area Assessments and Recommendations**

**Approach:** Upon completion of the Wireless Business Case and the Master Plan, Civitium will prepare and provide executive summary's for both, and provide an executive presentation of the summaries in Power Point.

## Project Schedule

**Approach:** Civitium uses a milestone scheduling program with stage gates to help ensure a project's success. Clearly defined project requirements and milestones allow Civitium and the City and County to understand our respective responsibilities and align expectations. Using the Project Approach summarized above, Civitium has provided a preliminary Project Schedule with the tasks, milestones and deliverables defined. Responsibilities related to approval processes and deliverables will be outlined and supported by detailed project status reports at 30, 60 and 90 days. In addition, conference calls will be conducted on an as-needed basis throughout this engagement for general updates and data gathering.



- **Deliverable # 1 (one):** Notes and material from stakeholder interviews, workshops, research and other supporting efforts
- **Deliverable #2 (two):** Outline and draft of Wireless Business Case (WCA) and Wireless Master Plan (WMP), and draft Executive Summary and draft Power Point Presentation
- **Deliverable #3 (three):** Delivery of final WBC, WMP, Executive Summary and Power Point Presentation