

**CONTRACT****Aviation Consulting Services**

THIS CONTRACT is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, 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 Williams Aviation Consultants, Inc. (hereinafter the "Company") having its principal office at 2594 W. Wrangler Way, Queen Creek, Arizona 85242.

**SECTION A – Contract Form**

The subject matter of this Contract is the performance of aviation consulting services.

**SECTION B – Basic Terms****B-1 Definitions**

The following definitions apply to this Contract:

- (a) "*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 . . . . .
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City of Las Vegas.
- (d) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (g) "*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.
- (h) "*Non-exclusive Contract*" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (i) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- (j) "*Reimbursable Expenses*" means authorized expenses associated with activities and duties required to provide services such as air fare and per diem.

**B-2 Contract Type**

This Contract provides for the payment of an hourly rate for services performed by the Company, and Reimbursable Expenses subject to established not-to-exceed amounts. This is a Non-Exclusive Contract.

**B-3 Prices/Costs**

- (a) The City agrees to pay the Company \$7,000.00 per month, or if in the best interest of the City, for incurred labor hours, at an hourly rate of \$250.00
- (b) The City agrees to pay the Company an hourly rate of \$375.00, and a minimum of 8 hours for each day, for providing depositions or other forms of court related testimony.
- (c) The compensation rates above are inclusive of all personnel costs, all direct and indirect costs, overhead and profit.
- (d) Reimbursable Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, automobile rental, and incidental expenses will be paid at a per diem rate of \$192.00 per day, requiring an overnight visit, and \$132.00 per day, not requiring an overnight visit. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.
- (e) The total consultant compensation authorized under the terms of this contract shall not exceed \$42,000.00 in any one Contract period. The total reimbursable expenses shall not exceed \$15,000.00 in any one Contract period.

**B-4 Performance Period**

The initial performance period is for six months and commences on the Award Date. The City is granted with up to three (3), six-month options to extend the Contract. The option shall be exercised by the City giving written notice to the Company thirty (30) days prior to expiration of the Contract. The City's exercise of one option shall not imply that any future option will be exercised. All terms and conditions of the original Contract shall remain in effect as written, during the renewal period(s).

**B-5 Invoices**

- (a) The Company shall submit an invoice to the City for incurred hours upon the City's final acceptance of an item set forth in paragraph B-3. All invoices should identify (i) the assignment covered, (ii) the date of the invoice, and (iii) the associated purchase order number. 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 with a copy to:

ORIGINAL TO: Department of Finance and Business Services  
ATTN: Accounts Payable  
City of Las Vegas, Sixth Floor  
400 Stewart Ave.  
Las Vegas, NV 89101 – 2986

COPY TO: Office of City Manager  
ATTN: Ted Olivas  
City of Las Vegas, Eighth Floor  
400 Stewart Ave.  
Las Vegas, NV 89101 – 2986

- (b) The Company may submit invoices for travel upon completion of a trip. An invoice for travel expenses must identify the traveler and dates of travel. Receipts for travel expenses, other than per diem, must be attached to the copy provided to the City's Project Manager.
- (c) 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 expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

### **SECTION C – Statement of Work**

#### **C-1 Scope of Services/General**

The Company shall provide the City with a wide range of aviation consulting services.

#### **C-2 Scope of Services/Minimum Services**

The Company shall:

- (a) Provide technical assistance and expertise to the City regarding the Federal Aviation Administration's (FAA) planned implementation of the right turn over the City including:
  - (i.) Analysis and recommendations
  - (ii.) Prepare charts and exhibits
  - (iii.) Identify expert witnesses
- (b) Attend meetings and workshops on aviation issues scheduled by the City, Clark County, the Department of Defense, or the FAA pertaining to:
  - (i.) McCarran International Airport
  - (ii.) North Las Vegas Airport
  - (iii.) Nellis Air Force Base
  - (iv.) Ivanpah Valley Airport
  - (v.) FAA and airline user forums
  - (vi.) Other aviation topics
- (c) Monitor aviation activity in the Las Vegas area and provide the City with an analysis of any proposed aviation initiatives which may include impact statements or suggested alternatives as well as summaries of meetings, workshops, or conversations with aviation officials or service providers.
- (d) Evaluation of FAA, airport or airline proposals to change or modify existing flight routes and/or procedures which may impact the City.
- (e) Evaluate proposed airport projects to determine whether the proposed project will or could have additional implications for future projects that are not specifically identified and the possible impact of such projects.
- (f) Evaluate proposed construction projects in relation to the requirements of FAR Part 77 Airspace and Obstruction criteria and Terminal/En Route Procedures (TERPS) impacts.
- (g) Perform additional tasks as assigned.

**C-3 Deliverables**

Each assignment will consist of a statement of work, scope of work, all Deliverables and, where appropriate, interim report schedules and completion dates.

**C-4 Consultants**

The Company agrees to provide George Williams, Thomas Kamman, Owen Bridgeman, Barry Yurtis and Dorota Skrzypek for primary consulting services. The Company, upon written notice to the City, may employ other parties. The Company shall be responsible for payment to the Company's subcontractors. The Company's subcontractors shall operate under the direct supervision of the Company.

**SECTION D – Special Clauses****D-1 Legal Notice [CAO-6/5/02]**

- (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: Williams Aviation Consultants, Inc.  
2594 W. Wrangler Way  
Queen Creek, Arizona 85242  
Fax: (480) 987-7824

- (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) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

**D-2 Project Manager/Company Representative**

- (a) Within ten (10) days after the Award Date, the City and the Company will designate in writing the Project Managers for this Contract. Each party will provide written notice initially and in the event there is a subsequent change. The Project Managers will be the City's and the Company's principal point of contact regarding any matters relating to this Contract. The Project Managers are not authorized to waive or change any material terms of the Contract.

- (b) Within ten (10) days after the Award Date, the City and the Company will designate in writing the Company Representatives for this Contract. Each party will provide written notice initially and in the event there is a subsequent change. Both parties have the right to assume that the City and the Company Representatives have full authority to act for the City and the Company on all matters arising under or relating to this Contract.

### **D-3 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional 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, re-perform or perform the services so that the services conform to the warranty.

### **D-4 Licenses/Registrations**

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

### **D-5 Intellectual Property Rights**

All deliverables produced under this Contract, as well as all data, notes (except for Company's notes for internal use), and documentation collected on behalf of the City are exclusively the property of the City. Upon completion and/or termination of this Contract, the Company will provide to the City, without cost to the City, all work product and files developed by the Company under this Contract and return all materials provided to the Company by the City in connection with this Contract.

### **D-6 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, 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]

- (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 hereunder) 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 reasonable 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 any excess costs 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.

#### **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) 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 shall be named as an additional insured party there under and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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 exclusion 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]

- (a) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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, 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. The City for its 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.
- (b) It is expressly agreed that the Company shall defend the City, and each of them, against the Liabilities and in the event that the Company fails to do so, the City, 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.

**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]

- (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 or the City'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 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 or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's 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 or the City'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 or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

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

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. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City 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

#### **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]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City 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.
- (b) 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 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.
- (c) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City 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.
- (d) 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 Conflict of Interest (Company)**

During the term of this Contract, the Company shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise doing business with the City, without the express written consent of the City. To the best of its knowledge, after thorough investigation, the Company does not represent any person or entity whose interest conflicts with the City. The Company shall not undertake such representation during the term of the Contract. In the event an unanticipated conflict of interest arises, the Company shall immediately so inform the City.

**E-18 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-19 Public Records** [CAO-6/5/02]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which 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-20 Confidentiality – City Information** [CAO-6/5/02]

- (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 is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, 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, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

**E-21 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-22 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.

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

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	October 2006	2

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 RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 12/21/06  
Date

WILLIAMS AVIATION CONSULTANTS, INC.

\_\_\_\_\_  
George D. Williams, President

"Company"