

# **AMENDED AND RESTATED INTERLOCAL CONTRACT**

## **Governmental Taxation and Finance Consulting Services**

THIS AMENDED AND RESTATED INTERLOCAL CONTRACT is being entered into effective the 1st day of July, 2005, by and among the City of Henderson, City of Las Vegas, City of North Las Vegas, City of Reno, and the City of Sparks, all of which are municipal corporations and political subdivisions of the State of Nevada which collectively shall be known as the NEVADA URBAN GOVERNMENT CONSORTIUM (hereinafter "Consortium").

### **SECTION A – Contract Form**

The subject matter of this Contract is the retention of a qualified consultant that will provide Governmental Taxation, Finance, Insurance, and Redevelopment Consulting Services for the Consortium, a consulting position for which there has been a critical labor shortage, since 2001 and continues to the present as set forth in this document.

### **SECTION B – Basic Terms**

#### **B-1 Definitions**

The following definitions apply to this Contract:

- (a) "Effective Date" means July 1, 2005, the date that this Contract becomes effective.
- (b) "Consortium" means the Cities of Henderson, Las Vegas, North Las Vegas, Reno, and Sparks.
- (c) "City Council" means the governing bodies of the Consortium members.
- (d) "Contract" means this document, consisting of Sections A through E, and any attachments which are binding and effective only upon execution by the City Councils of the Consortium.
- (e) "Legislative Session" means the period of time during which the Nevada Legislature is in formal session during the 2007 Legislative year.
- (f) "Special Session" means a meeting of the Nevada Legislature convened on the call of the Governor and restricted to the subjects stated in the Governor's proclamation.
- (g) "Project Manager" means the designated representative from the City of Henderson who is responsible for the coordination of contract performance between the Consortium and Consultant.
- (h) "Agent" means the City of Henderson or its designated representative who is responsible for retaining the Consultant and overseeing said Consultant's performance under a Contract for services.

(i) "Fiscal Agent" means the City of Henderson or its designated representative who is responsible for the coordination of the payments and billing associated with the resulting consultant Contract.

(j) "Manager Representative" means the designated Consortium representative who is the liaison between the City Managers and the Agent and Consultant.

**B-2 Contract Type**

This Contract provides for the specifics concerning payment of a firm-fixed-price fee for services, with reimbursement for specific expenses as authorized by the Consortium.

**B-3 Prices/Costs**

The Consortium will pay a Consultant for services performed as follows:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1.	Consulting Services Fee including any subsequent Special Sessions)	\$241,500 (July 1, 2005 – June 30, 2007,
2.	Reimbursable Expenses – Estimate	Not to exceed 10%

Each City Council of the Consortium agrees to pay a proportional share of the contractual cost based upon its July 1, 2004 population numbers provided by the State Demographer. The total contract cost is not to exceed \$265,650 including all expenses for the life of the Contract as follows:

	<u>Population</u>	<u>Population %</u>	<u>Share</u>
City of Henderson	229,984	18.76% x \$265,650 =	\$ 49,836
City of Las Vegas	549,571	44.85% x \$265,650 =	\$119,144
City of North Las Vegas	164,971	13.46% x \$265,650 =	\$ 35,757
City of Reno	199,249	16.26% x \$265,650 =	\$ 43,194
City of Sparks	81,673	6.67% x \$265,650 =	\$ 17,719

**B-4 Reimbursable Expenses**

(a) Reasonable travel expenses will be paid when services are performed on behalf of the Consortium. The Consultant will be required to acknowledge that reimbursement is subject to certain limitations. The Consortium agrees to reimburse accommodations, travel and entertainment costs if the Consortium determines that the costs are reasonably related to accomplishment of this Contract. Consultant generally shall coordinate all expenses in advance with the Consortium's Project Manager and Fiscal Agent.

(b) The Consortium will reimburse other reasonable expenses, when authorized by the Consortium's Project Manager, provided such expenses are directly related to performance of

this Contract. The Consortium will not reimburse expenses that are included in Consultant's overhead accounts, in accordance with the Consultant's normal accounting practices.

(c) During the Legislative Session, or any Special Sessions, the Consortium will reimburse reasonable air travel and a housing stipend.

(d) The Estimate stated for Reimbursable Expenses in B-3 above is the maximum amount, which the Consultant may claim for reimbursement during the entire period of performance, including any Special Sessions or extension of contract.

#### **B-5 Performance Period**

The period of performance shall be from July 1, 2005 through June 30, 2007, including any Special Sessions or extension of the contract necessary to allow Consultant to complete post legislative session impact analysis of tax related issues and present such analysis, reports and recommendations Consultant deems appropriate to the respective members of the consortium. The Agent for the consortium is hereby authorized to extend the term of the contract on a month to month basis at no additional cost to the consortium as the Agent, in its discretion, deems necessary to complete the Consultant's work under this contract however in no event shall the term of the contract be extended beyond December 31, 2007.

#### **B-6 FOB Point**

Consultant shall ship all deliverables FOB Las Vegas. Consultant shall ship all deliverables to the Project Manager.

#### **B-7 Invoices**

Consultant shall submit a detailed invoice to the Fiscal Agent for the Consortium for payments due for services provided to the Consortium. All invoices should include any additional information required by the Fiscal Agent to substantiate charges. Upon reconciliation of all errors, corrections, credits and disputes, payment to Consultant will be made in full within thirty (30) calendar days.

FISCAL AGENT FOR THE CONSORTIUM: City of Henderson  
Steve Hanson, Finance Director  
240 Water Street  
Henderson, Nevada 89015

### **SECTION C – Statement of Work**

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

(a) Consultant shall be required to provide all personnel and materials required to perform the Governmental Taxation and Finance Consulting Services set forth in this Scope of Services.

(b) Consultant shall, at all times during the performance period of the services, act as an advocate of the Consortium's interests in matters relating to state/local governmental taxation, finance, insurance and redevelopment.

(c) Consultant shall provide a daily presence at the Nevada Legislature during the Legislative Session. Consultant shall communicate with members of the Nevada Legislature and legislative staff on behalf of the Consortium. Consultant shall attend committee hearings and public functions specifically associated with the interests of the Consortium, and shall promote the interests of the Consortium at these forums.

(d) Consultant shall represent or support the Consortium on various public committees dealing with issues of state/local governmental taxation, finance, insurance and redevelopment.

(e) Consultant shall provide advice, analysis and reports on state/local governmental taxation, finance, insurance and redevelopment issues.

(f) Consultant shall perform other related services, when requested by the Project Manager.

(g) Consultant shall notify the Manager Representative and Project Manager of any absence that may effect the performance of his contract, who will in turn be responsible for notifying all Consortium members in a timely manner.

## **C-2 Exclusivity of Services**

As a material condition of Consultant's Contract performance, it is understood and agreed that Consultant will be required to perform Governmental Taxation, Finance, Insurance and Redevelopment Consulting Services exclusively for the Nevada Urban Government Consortium, and will not represent any other client. At the sole option of the Consortium, the Project Manager may provide a written waiver to this representation exclusivity on a case-by-case basis. Such waiver must be requested in writing by Consultant, and will be granted only if there is no conflict with Consortium interests, as determined by the Project Manager.

## **C-3 Deliverables**

(a) Consultant shall provide at a minimum a monthly report that details specific activities undertaken by Consultant on behalf on the Consortium. The report should include a description of services/activities performed, expected or actual results of the activity undertaken, and future projected activities. Consultant shall provide this report by the 15<sup>th</sup> of the month following the month being reported.

(b) During the Legislative Session, including any subsequent Special Sessions, the Consultant shall provide on a regular basis, at a minimum once per week, an oral report of activities to representatives of the Consortium.

(c) At the conclusion of the 2007 Legislative Session, or any subsequent Special Sessions, Consultant shall provide a written summary report and, upon request, shall give an oral presentation of this report to the City Councils of the Consortium.

(d) During the interim period when the Legislature is not in session, Consultant shall provide on a regular basis, at a minimum once monthly, an oral report of activities to representatives of Consortium.

(e) Consultant shall provide other reports or analyses when requested by the Project Manager. The Project Manager will establish reasonable completion dates for these tasks.

(f) Consultant shall initiate the identification and training of an individual, or individuals, of his choice as replacement(s) upon termination of this contract and shall deliver a written progress report to the Project Manager prior to the termination of this contract.

## **SECTION D – Special Clauses**

### **D-1 Project Manager**

The City of Henderson will designate a Project Manager and an alternate Project Manager for this Contract within fifteen (15) days of the Award Date. The Agent will provide written notice of these appointments to Consultant, and will provide notice of any subsequent changes. The Project Manager will be Consultant's principal point of contact for the Consortium regarding any matters relating to this Contract. The Project Manager will provide all general direction to Consultant regarding Contract performance. The Project Manager will act as the primary interface between the Consortium and Consultant, will provide guidance regarding the Consortium's goals and policies, and will coordinate all travel requirements. The Project Manager is not authorized to waive or change any material terms of this Contract.

### **D-2 Warranty – Service**

Consultant will be required to warrant that the services shall be performed in full conformity with his Contract terms, 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 Consultant to perform the services in accordance with this Contract, Consultant shall, at no cost to the Consortium, re-perform the services so that the services conform to the warranty.

### **D-3 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 the Contract shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CONSORTIUM:

Douglas Selby, City Manager  
City of Las Vegas  
8<sup>th</sup> Floor  
400 Stewart Avenue  
Las Vegas, Nevada 89101

AGENT AND FISCAL  
AGENT REPRESENTATIVE FOR  
THE CONSORTIUM:

Steve Hanson, Finance Director  
City of Henderson  
240 Water Street, MSC 121  
Henderson, Nevada 89015

MANAGER REPRESENTATIVE:

Philip D. Speight, City Manager  
City of Henderson  
240 Water Street, MSC 141  
Henderson, Nevada 89015

(b) An original signed copy, via U.S. mail, shall follow facsimile transmissions.

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

During the entire performance period of his Contract, Consultant 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 the Consultant Contract, as well as all data, notes and documentation collected on behalf of the Consortium, is exclusively the property of the Consortium, and shall not be used by the Consultant or by any member for its individual purposes outside the Consortium; nor can it be used to the detriment of any member of the Consortium.

#### **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**

In the event of a dispute arising under this Contract between members of the Consortium, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration.

The laws of the State of Nevada shall govern the Contract, and venue for any litigation shall be in the State District Court in Las Vegas, Nevada.

## **E-2 Notice of Delay**

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

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

## **E-3 Termination for Convenience**

(a) The Consortium shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be effected by written notice from the Consortium to Consultant, specifying the extent and effective date of the termination. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses. Consultant 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 Consortium. In the event of such termination, the Consortium agrees to pay Consultant within thirty (30) calendar days after receipt of a correct, adequately documented written request. The Consortium's sole liability under a Termination for Convenience is payment of costs for services requested by the Consortium and actually performed by Consultant.

(b) If the Consultant wishes to terminate his contract, thirty (30) calendar days written notice to the Project Manager will be required, and a written request for incurred expenses up to the termination date must be submitted to the Fiscal Agent in a timely manner.

## **E-4 Termination for Default**

(a) The Consortium may, by written notice of default to Consultant, terminate his Contract in whole or in part if Consultant fails to:

- (1) Perform services or deliver goods (including software and/or documentation) within the time specified in his Contract or any extension;
- (2) Make progress so as to endanger performance of his Contract; or
- (3) Perform any of the other provisions of his Contract.

(b) The Consortium's right to terminate the Consultant's Contract under (a)(2) and (a)(3) above may be exercised if Consultant does not cure such failure within ten (10) calendar days (or more if authorized by the Consortium) after notice specifying the failure is sent.

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

(d) Consultant shall not be liable for any excess costs if the failure to perform his Contract arises from circumstances beyond the control and without the fault or negligence of Consultant. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of government bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of Consultant'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 sixty (60) days, the Consortium may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience."

(e) Any party may terminate this Contract, in whole or in part, if a an 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 thirty (30) calendar days following commencement thereof.

(f) The Consortium retains the right to terminate for default immediately should Consultant 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**

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

(1) Comprehensive General Liability (bodily injury, property damage, errors and omissions) insurance with respect to Consultant'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) Cities who are members of the Consortium shall be named as additional insured parties there under and such notation shall appear on the certificate of insurance furnished by Consultant's insurance company. 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 company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Consortium. The Consortium will require 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-insurance retention may exceed \$10,000.00 without the prior written approval of the Consortium.

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

(e) Should Consultant fail to carry the required insurance, the City of Henderson, on behalf of the Consortium, has the option to purchase replacement insurance and charge the costs back to Consultant.

## **E-6 Indemnification**

(a) Consultant shall protect, indemnify and hold harmless all member entities of the Consortium, all of its member governing bodies, its officers, employees, agents, and consultants (collectively herein the "Consortium") 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 Consortium as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of Consultant, employees, agents or suppliers: (a) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the Consortium; or (b) in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the Consortium. The City of Henderson, on behalf of the Consortium for its protection, may retain any money due and owing Consultant under this Contract. In the event no money is due and owing, the surety, if required, of the Consultant, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the Consortium.

(b) It is expressly agreed that Consultant shall defend the Consortium against the Liabilities and, in the event that Consultant fails to do so, the City of Henderson and the Consortium 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 Consultant.

## **E-7 Assignment**

No party may assign their rights or delegate their duties under this Contract without the written consent of all the other parties. 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**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure 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 parties 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**

(a) The member entities of the Consortium are 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. Consultant shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under his Contract. Consultant shall make any and all payroll deductions required by law. Consultant indemnifies and holds the Consortium harmless from any liability of account of any and all such taxes, levies, duties, assessments and deductions.

(b) Consultant, in the performance of the obligations of his Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities have 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**

(a) Consultant 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 his Contract for a period of three (3) years after completion of his 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 Consultant goes out of existence, the Company shall turn over to the Consortium all of its records relating to this Contract to be retained by the Consortium for the required period of time.

(b) Consultant agrees to permit the Consortium or the Consortium'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 Consortium desires concerning Consultant's operation hereunder. Consultant further understands and agrees that said inspection and audit would be exercised upon

written notice. If Consultant or its records and books are not located within the State of Nevada and in the event of an inspection and audit, Leavitt agrees to deliver the records and books or have the records and books delivered to the Consortium's designated representative(s) at an address as designated by the Consortium. If the Consortium or the Consortium's designated representative(s) find that the records and books delivered by the Consultant are incomplete, Consultant agrees to pay the Consortium or the Consortium's representative(s') costs to travel (including travel, lodging, meals and other related expenses) to Consultant's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. Consultant further agrees to permit the Consortium or the Consortium's designated representative(s) 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 Consortium members.

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

#### **E-11 Independent Contractor**

In the performance of services under his Contract, Consultant and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the Consortium, or any of its member governing bodies. Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Consortium shall hold Consultant as the sole responsible party for the performance of his Contract. Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in his Contract or any subcontract awarded by Consultant shall create a partnership, joint venture or agency. No party shall have the right to obligate or bind the other parties in any manner to any third party.

#### **E-12 Severability**

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 the 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**

The services performed under Consultant's Contract shall conform in all respects with the requirements set forth in this Contract. It shall be the responsibility of Consultant to furnish the

Consortium with sufficient data and information needed to determine if the services performed conform to all the requirements.

#### **E-14 Modification/Amendment**

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**

The section and paragraph headings appearing in the 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 (Consortium Officials)**

(a) An official of the Consortium, who is authorized in such capacity and on behalf of the Consortium 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 Consortium or its member governing bodies, who is authorized in such capacity and on behalf of the Consortium 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 hereto, 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 Consortium relating to this Contract. Notwithstanding any other provision of the Contract, if such interest becomes known, the Consortium may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Consortium requires disclosure of ownership and principals. The disclosure requirements have been met through the "Certificate – Disclosure of Ownership/Principals" set forth in Attachment 1.

#### **E-17 Integration**

The Contract represents the entire and integrated agreement between the Consortium members. 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**

The Consortium's member governing bodies 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 Consortium's Records then will be public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). The Contract and all supporting documents submitted by Consultant incident to award or performance of his Contract are deemed to be public records.

#### **E-19 Waiver**

Waiver of any of the terms of this Contract shall not be valid unless in writing signed by each party. The failure of any party 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 waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the Consortium to thereafter enforce each and every provision of the 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-20 Confidentiality – Consortium Information**

(a) All information, including but not limited to oral statements, computer files, databases, and other material or data supplied to Consultant, is confidential and privileged. Consultant shall not disclose this information, nor allow to be disclosed to any person or entity without the express written consent of the Consortium. Consultant 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 Consortium is obtained. Upon request by the Consortium, Consultant shall promptly return to the Consortium all confidential information supplied by the Consortium, 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 Consortium, then in the public domain; (ii) the information is known to Consultant prior to obtaining the same from the Consortium; (iii) the information is obtained by Consultant from a third party who did not receive the same directly or indirectly from the Consortium; or (iv) the information is subpoenaed by court order or other legal process, but in such event, Consultant shall notify the Consortium. In such event, the Consortium, 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**

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

#### **E-22 Limitation of Funding**

The Consortium reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Consortium, if funding is not available or if legal

restrictions are placed upon the expenditure of monies for the services required under this Contract.

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

CONSORTIUM:

ATTEST:

CITY OF HENDERSON

\_\_\_\_\_  
Monica M. Simmons, City Clerk

By: \_\_\_\_\_  
James B. Gibson, Mayor      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Shauna M. Hughes      Date  
City Attorney

ATTEST:

CITY OF LAS VEGAS

\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk

By: \_\_\_\_\_  
Oscar B. Goodman, Mayor      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

ATTEST:

CITY OF NORTH LAS VEGAS

\_\_\_\_\_  
Karen L. Storms, City Clerk

By: \_\_\_\_\_  
Michael Montandon, Mayor      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

ATTEST:

CITY OF RENO

\_\_\_\_\_  
Lynnette Jones, City Clerk

By: \_\_\_\_\_  
Robert Cashell, Mayor                      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

ATTEST:

CITY OF SPARKS

\_\_\_\_\_  
Deborine J. Dolan, City Clerk

By: \_\_\_\_\_  
Geno Martini, Mayor                      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Date