

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
 Between the State of Nevada
 Acting By and Through Its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 East Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Email:	tbecker@admin.nv.gov

Contractor Name:	Southwest Airlines Co.
Address:	2702 Love Field Drive
City, State, Zip Code:	Dallas, Texas 75235
Contact:	Paula Sheehan
Phone:	916 984-4299
Email:	Paula.sheehan@wnco.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated October 15, 2018, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. The purpose of this amendment is to extend the termination date from October 31, 2020 to October 31, 2021.
 - B. This amendment also amends certain sections of the contract.

This AMENDMENT NUMBER 1 TO CORPORATE TRAVEL AGREEMENT (this "Amendment") is effective as of November 1, 2020 by and among State of Nevada ("Customer") and Southwest Airlines Co. on behalf of itself and its affiliates (hereinafter referred to as "Carrier").

RECITALS:

Customer and Carrier are parties to an agreement entitled Corporate Travel Agreement, effective 15th day of October, 2018 (as amended, restated, or otherwise modified, the "Agreement"), and the parties desire to amend such Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Carrier hereby agree to amend the Agreement as follows:

Article 1 DEFINITIONS

- 1.1 Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

Article 2 AMENDMENTS

- 2.1 Amendment to Section 1. Section 1 of the Agreement is amended in its entirety to read as follows:

Section 1. Term

This Agreement begins on the Effective Date and shall continue in effect through October 31, 2021 (the “**Term**”).

- 2.2 Amendment to Exhibit A. Exhibit A is amended in relevant parts as follows:

Carrier to Receive:

- Segment Requirements :
 - Flown segment requirements as defined in CHART 1A
 - As the Customer travel policy dictates, Customer will attempt to achieve flown segment requirements as defined in CHART 1A
- Commitment to meet quarterly to review contract performance.

Article 3 MISCELLANEOUS

Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable. This Amendment is the product of negotiations between the parties and shall be construed as if jointly prepared and drafted by them, and no provision of this Amendment shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine. This Amendment supersedes all prior oral or written agreements and understandings between the parties relating to the Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

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provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

- INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

<u>Kevin Sullivan</u> Kevin Sullivan (Sep 9, 2020 13:31 CDT)	Sep 9, 2020	Senior Director
Southwest Airlines Co	Date	Title

<u>Kevin D. Doty</u>	9/14/2020	Administrator, Purchasing Division
Kevin D. Doty	Date	Title


Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

for Susan Brown

On: 9/30/20
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

CETS #:	21021
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3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

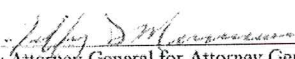
Independent Contractor's Signature	Date	Independent Contractor's Title
Kevin D. Doty		Administrator, Purchasing Division Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

 Deputy Attorney General for Attorney General	On: <u>19 Sept 20</u>	Date
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