

Item # 9-5A

**City of Carson City
Agenda Report**

Date Submitted: May 25, 2010

Agenda Date Requested: June 3, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 0910-183 is a contract for Financial Planning Services, a professional service, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-183 Financial Advisory Services a request for professional services to be provided by JNA Consulting Group through June 30, 2012 for a not to exceed cost of \$199,000.00 funding, to be determined at the time each Task Order is issued, as provided in FY 2009/2010. (*Sandy Scott-Fisher*)

Staff Summary: JNA Consulting will provide Financial Planning Services on a Task Order Basis for, but not limited to, Financial Planning, Managing and Issuing Debt Securities, and Water Rate Study.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to determine that Contract No. 0910-183 is a contract for Financial Planning Services, a professional service, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-183 Financial Advisory Services a request for professional services to be provided by JNA Consulting Group through June 30, 2012 for a not to exceed cost of \$199,000.00 funding, to be determined at the time each Task Order is issued, as provided in FY 2009/2010. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to NRS 332.115 subsection 1 (b), staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

☐ are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1(b)

Fiscal Impact: \$199,000.00

Explanation of Impact: Amount of contract

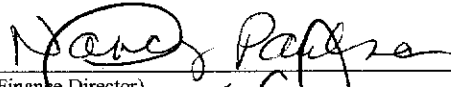
Funding Source: Funding from various account to be determine at the time each Task Order is issued as provided in FY 2009/2010

Alternatives: Provide other direction

Supporting Material: Contract No. 0910-183 and scope of work

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By:


(Finance Director)

Date: 5/25/10


(City Manager)

Date: 5/25/10


(District Attorney)

Date: 5.25.10


(Finance Director)

Date: 5/25/10

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

THIS CONTRACT is made by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and hereinafter referred to as the "**CONTRACTOR**".

1 CONTRACT TERM:

1.1 This Contract shall be effective from April 5, 2010 to June 30, 2012, unless sooner terminated by either party in accordance with its terms.

2 NOTICE:

2.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

2.1.1 Notice to **CONTRACTOR** shall be addressed to:

Scott Nash, Managing Director
JNA Consulting Group LLC
1400 Wyoming Street, Suite 3
Boulder City, Nevada 89005
702-294-5100
702-294-5145 fax
email: scott@jnaconsultinggroup.com

2.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott, Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@ci.carson-city.nv.us

For P&C Use Only

CCBL expires _____

GL expires _____

AL expires _____

PL expires _____

WC expires _____

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3 SCOPE OF WORK:

3.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, and subsequent "*Task Orders*" as approved by the Finance Director, attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

3.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

3.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

3.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

3.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

3.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

3.7 **CITY Responsibilities:**

3.7.1 **CITY** shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonably required by **CONTRACTOR** relating to the **SERVICES**.

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3.7.2 **CITY** shall provide access to and make all provisions for **CONTRACTOR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONTRACTOR** to perform the **SERVICES**.

3.7.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONTRACTOR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.

3.7.4 It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by **CITY**.

4 CONSIDERATION:

4.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 3 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a "Task Basis" for a total not to exceed maximum amount of One Hundred Ninety-Nine Thousand Dollars and No Cents (\$199,000.00).

4.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

4.3 **CONTRACTOR** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Finance Director **CONTRACTOR** will be provided a "Task Order" authorizing the work.

4.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

4.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

4.6 The continuation of this Contract beyond June 30, 2010 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

5 TIMELINESS OF BILLING SUBMISSION:

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5.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 This Contract may be terminated by either party without cause by giving the other party ten (10) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6.2 Cause Termination for Default or Breach:

6.2.1 A default or breach may be declared with or without termination.

6.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.2.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.2.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.2.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.2.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.2.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding,

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extending, amending, or making any determination with respect to the performing of such contract; or

6.2.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3 Time to Correct:

6.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 2 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 Winding Up Affairs Upon Termination:

6.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.4.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.4.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

6.4.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

6.4.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.

7 REMEDIES:

7.1 Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

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8 LIMITED LIABILITY:

8.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

9 FORCE MAJEURE:

9.1 Neither party shall be deemed to be in violation of this Contract 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 this Contract after the intervening cause ceases.

10 INDEMNIFICATION:

10.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

10.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

10.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

10.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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10.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11 INDEPENDENT CONTRACTOR:

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

11.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

12 INSURANCE REQUIREMENTS:

12.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

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12.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

12.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

12.4 Insurance Coverage:

12.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

12.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

12.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

12.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.5 General Requirements:

12.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

12.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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12.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

12.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

12.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

12.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

12.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

12.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 12.5.2.

12.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by

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CONTRACTOR. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.1 Minimum Limits required:

13.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

13.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

13.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

14.1 Minimum Limit required:

14.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

14.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15 PROFESSIONAL LIABILITY INSURANCE:

15.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of this Contract

15.3 Discovery period: Three (3) years after termination date of this Contract.

15.4 A certified copy of this policy may be required.

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16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17 BUSINESS LICENSE:

17.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.

17.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

19.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 SEVERABILITY:

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20.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

21 ASSIGNMENT/DELEGATION:

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

23 PUBLIC RECORDS:

23.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of

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interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24 CONFIDENTIALITY:

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

25 FEDERAL FUNDING:

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26 LOBBYING:

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27 GENERAL WARRANTY:

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

28.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing & Contracts and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29 ALTERNATIVE DISPUTE RESOLUTION:

29.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

30 GOVERNING LAW; JURISDICTION:

30.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by Carson City Purchasing & Contracts.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

32 ACKNOWLEDGMENT AND EXECUTION:

32.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director

Attn: Sandy Scott-Fisher

Purchasing and Contracts Coordinator

201 North Carson Street, Suite 3

Carson City, Nevada 89701

Telephone: 775-283-7137

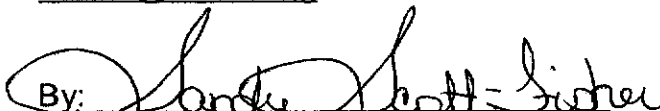
Fax: 775-887-2107

SScott@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Sandy Scott-Fisher

By: 
Deputy District Attorney

DATED 5-25-10

DATED 5-25-10

I certify that funds are available and that CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing & Contracts.

BY: Nick Providenti, Finance Director

Carson City Finance Department

201 N. Carson Street, Suite 3

Carson City, NV 89701

Telephone: 775-283-7143

Fax: 775-887-2107

nprovidenti@ci.carson-city.nv.us

By: 

DATED 5/25/10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

Undersigned says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Scott Nash

TITLE: Managing Director

FIRM: JNA Consulting Group LLC

CARSON CITY BUSINESS LICENSE #: 10-27846

Address: 1400 Wyoming Street, Suite 3

City: Boulder City **State:** NV **Zip Code:** 89005

Telephone: 702-294-5100/ **Fax #:** 702-294-5145

E-mail Address: scott@jnaconsultinggroup.com



(Signature of **CONTRACTOR**)

DATED

MAY 21, 2010

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-183

Title: Financial Advisory Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Finance Department
Attn: Shannon Evans
201 N. Carson Street, Suite 3
Carson City NV 89701

Use this section if CONTRACT SUM was based on a lump sum.

Line Item #	Description	Value	% Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

EXHIBIT A - SERVICES

A. Financial Planning

1. Review and make recommendations regarding the short and long-term capital improvement programs in order to match sources of capital funding to infrastructure needs.
2. Provide financial feasibility studies which will include financing alternatives, amortization schedules, revenue estimates, revenue alternatives, and make recommendations to the City as to the optimal financing strategy.
3. Evaluate proposals and/or studies provided to the City, by outside interested parties, relative to the financing of capital projects, and report findings to the City.
4. Assist the City in debt management policy development, including policies and procedures for measuring and making financial decisions.

B. Managing and Issuing Debt Securities

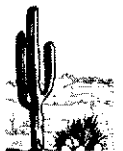
1. Review existing debt structure to identify strengths and weaknesses of structure, identify funding opportunities.
2. Develop and analyze appropriate debt structure alternatives and bond financing schedules.
3. Assist the City with credit rating management and upgrade strategies.
4. Assist the City in the development of the terms of the financing and make recommendations concerning the terms and conditions (including public or private sale) upon which the securities are to be issued and sold, including final repayment schedules, call and redemption features, reserve funds, revenue options, coverage requirements, and other details.
5. Develop and review financing documents including the preparation for the City of an Official Statement, which sets forth financial and other information about the City and a description of the security issue, for each contemplated debt issuance planned to be sold at a public sale.
6. Assist the City and the underwriter in preparation of an Official Statement for issues planned to be sold at a private sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
7. Review Official Statements not prepared by the CONSULTANT and report findings to the City.

8. Confer with legal counsel, bond attorneys, underwriters, bankers, actuarial firms, and accountants selected.
9. Assist the City with presentations made to the Debt Management Commission to secure its approval for issuance of securities.
10. Inform the City of market conditions and advise the City as to advantageous timing that the securities might be sold.
11. Participate with the City in due diligence meetings.
12. Assist in the procurement of other financial services such as trustee, printer and verification agent.
13. Assist the City in establishing a marketing plan via widely circulated financial journals and publications, to obtain publicity for the City's security sale.
14. Assist the City with preparation of materials for rating agency presentations.
15. Review bids to verify calculations are in conformance with the specifications, and make recommendations, for award of bids on competitive sales.
16. Assist with the pricing of bonds.
17. Perform the necessary functions in connection with the Proceedings, which include acting as liaison, assembling documents, and attending all closings.

C. Other Services include, but are not limited to, services relative to the following:

1. Attend all meetings of the City which such meetings include matters directly or indirectly related to the planning and management of City's debt.
2. Monitor and report local, State, and Federal regulations that may affect the City's debt position.
3. Consult with the City concerning investment of security proceeds with particular attention to arbitrage and filing requirements of the U.S. Treasury Department.
4. Prepare with the assistance of the City, the secondary market disclosure required by SEC rule 15c2-12.
5. Notify, in accordance with requirements, all affected parties of any material event disclosures and potential impacts.

6. Elections - develop funding strategies and options for District Staff and Board discussion, prepare information for Debt Management Commission, attend meetings of Staff, Board or other authorizing bodies and assist in development of sample ballot disclosure as requested.
7. Secondary Market Disclosure - As requested, prepare annual filings which detail updated information as required by the Continuing Disclosure Certificate as requested.
8. Arbitrage Rebate - Perform periodic calculations of the amount of rebate earned, compliance with appropriate tests and submission of a report detailing the results to the City as requested.
9. Debt Management Policy - As requested, review or prepare annual updates of the City's Debt Management Policy as required by NRS 350.
10. Legislative Support - As requested by the City, review proposed legislation, attend and/or testify at hearings and prepare reports regarding the impact of proposed legislation on the City.
11. Rating Agency Presentations - As requested, coordinate a formal presentation to the rating agency. Assist in preparation of financial, economic and other data to be provided. Assist in planning visits to areas or entities that could have a potential impact on the rating. Consult with the District regarding the expectations of a rating and strategy for improving the bond rating.
12. Other Projects - As requested by the City, assist with leases, bank loans and other transactions, project or analyses. A scope of services memorandum, detailing the services to be provided to the City for Other Projects, will be sent to the City when Other Projects are initiated.



JNA Consulting Group, LLC
Independent Public Finance Advisors

April 20, 2010

Nick Providenti
Finance Director
City of Carson City
201 North Carson Street
Carson City NV 89701

RE:

Carson City, Nevada
General Obligation (Limited Tax)
(Additionally Secured by Pledged Revenues)

\$ _____ Water Improvement Bonds
Series 2010A (Direct Pay Build America Bonds)
\$ _____ Water Improvement and Refunding Bonds
Series 2010B (Tax-Exempt)

\$ _____ Sewer Improvement Bonds
Series 2010C (Direct Pay Build America Bonds)
\$ _____ Sewer Improvement and Refunding Bonds
Series 2010D (Tax-Exempt)

Dear Nick:

JNA Consulting Group, LLC is pleased to be of service to Carson City relating to the above-captioned financings, which consist of \$32,000,000 of new issue water bonds, \$4,000,000 of new issue sewer bonds as well as possible water and sewer refunding bonds. Our services consist of offering independent financial advice and consulting services. Specific services to be provided under this agreement relate to securing all necessary approvals and selling the above-captioned bonds.

Services to be provided will include, but are not limited to:

- Funding scenario preparation and evaluation (amortization schedules, debt services coverage tables, sources/ uses of funds, etc.)
- Oversight of the financing process
- Preparation of a financing schedule
- Preparation of financial information to be presented to the Debt Management Commission ("DMC")
- Attendance at DMC meeting
- Evaluation of various financing options
- Development of the various terms and conditions of the financing
- Assistance in preparing documentation for authorization of the financing
- Preparation of the Preliminary and Final Official Statements
- Assistance with the selection of other bond issuance participants
- Obtaining bond ratings, insurance or guarantees as appropriate
- Assist with the preparation of an underwriter RFP for bonds sold at negotiated sale
- Assistance with the selection of the underwriter
- Management of the bond pricing process
- Preparation/Review of closing instructions and wiring of funds
- Attendance at meetings of staff, conference calls and the Board of Supervisors as requested

For bonds issued through the Drinking Water State Revolving Fund or the Clean Water State Revolving Fund:

- Oversight fo the SRF financing process
- Preparation of the financing schedules, in coordination with NDEP, State Treasurers Office and Carson City Public Works.
- Evaluation of State and City SRF funding documents
- Preparation/Review of closing instructions and wiring of funds

For refunding bonds

- Evaluation of outstanding issues for refunding opportunities
- Defeasance escrow structuring
- Coordination with escrow verification agent

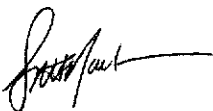
For bonds sold publicly, we will provide a combined fee for both the water and sewer bonds which will be allocated to the various series on a pro rata basis. The combined fee will be calculated based on the following: a fee within the range of \$24,500 to \$32,000 for the Water Bonds and a fee within the range of \$19,500 to \$25,000 for the Sewer Bonds. These fees will cover our previous analytical work relating to funding scenario preparation and analysis. If the two bonds are sold at the same time with one official statement (which is currently anticipated), we will reduce our combined fee by \$10,000. If a refunding components are added to each series (which is currently anticipated), our fee will increase by \$5,000 to \$7,500 per series.

For bonds sold to either the Drinking Water SRF and/or the Clean Water SRF, our fees will range from \$6,500 to \$8,500 per series. If both SRF transactions close on the same day, our combined fee will be reduced by \$2,500.

The actual fees will depend upon our time costs and the complexity of the final transactions. Our fees do not include out of pocket expenses such as overnight mail, copying or travel related expenses. Such expenses will be included on the bill(s) as reimbursable items. Fees will be billed after the successful completion of the transaction(s). If the transactions are postponed or canceled, we will bill for our time costs to that point and reimbursable expenses.

Our objective is to have the financing process and related activities proceed as smoothly as possible for the City. We thank you for this opportunity to be of service to Carson City. Please call if you have any questions.

Sincerely,



Scott Nash
Managing Director

cc: John Peterson

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**JNA Consulting Group, LLC****Independent Public Finance Advisors**

March 30, 2010

Nick Providenti
Finance Director
City of Carson City
201 North Carson Street
Carson City NV 89701

RE: Water Rate Study for Carson City Water System Scope of Services and Fee Estimate

Dear Nick:

JNA Consulting Group, LLC is pleased to be of service to Carson City. Our services consist of offering independent financial advice and consulting services. Specific services to be provided under this agreement relate primarily to the preparation of a rate model and related analysis for the City.

Services to be provided will include, but are not limited to:

- Conduct a detailed review of the existing water system rates
- Review the status of the water fund pledged revenues
- Work with Staff on data collection/compilation into analytical schedules
- Confer with Staff as needed to obtain input and direction regarding the proposed rate structure
- Attend up to three meetings in Carson City to review or explain the water rate model/interim/final analysis
- Prepare and distribute rate model variations as requested
- Prepare rate study presentation materials
- Incorporate changes in model variations and presentation materials as requested by Staff
- Prepare of draft and final rate study report

We estimate that our fee will range from \$22,500 to \$24,750 depending upon our time costs. Our fee will include out of pocket expenses such as overnight mail, copying or travel related expenses. Such expenses will be included on the bill as reimbursable items. Fees will be billed after the adoption of the ordinance levying new water rates. Subject to the maximum fee described above, if the project is postponed or cancelled, we will bill for our time costs to that point and reimbursable expenses.

Our objective is to have the process and related activities proceed as smoothly as possible for the City. We look forward to working with you. We thank you for this opportunity to be of service to the City. Please call if you have any questions.

Sincerely,

Scott Nash
Managing Director



JNA Consulting Group, LLC
Independent Public Finance Advisors

April 20, 2010

Nick Providenti
Finance Director
City of Carson City
201 North Carson Street
Carson City NV 89701

RE: Carson City Nugget Economic Development Project (aka Carson City Center Project)

Dear Nick:

JNA Consulting Group, LLC is pleased to be of service to Carson City relating to the above-captioned project. Our services consist of offering independent financial advice and consulting services. Specific services to be provided under this agreement relate to the proposed Carson City Nugget Economic Development Project, (the "Project", herein.)

A key part of our involvement is to help recommend and implement a financing structure that is efficient, cost effective and that best protects the financial interests of the City.

Services to be provided will include, but are not limited to:

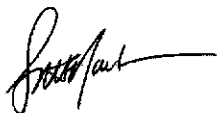
- Preparation of a Project time line
- Oversight of the financing process
- Evaluation of various financing options
- Preparation of various versions of a funding model, as needed
- Review of documents, studies and reports prepared by others
- Development of the various terms and conditions of the Project creation/financing
- Assistance with the selection of other Project participants, including feasibility consultants, underwriters, lenders and others
- Negotiation of financing terms with developers, lenders and others
- Analyze/optimize funding roles of the public and private participants
- Recommendation of a financing structure that minimizes risk to the City
- Participation on conference calls
- Attendance at meetings of Staff and the Board of Supervisors as requested

This scope of services/fee letter is meant to cover our initial work on building the financial foundation of the Project. We estimate that our initial fee will range from \$5,500 to \$12,500. The actual fee will depend upon our time costs and the complexity of the project. As the project moves forward and more is known about the financing structure, and our expected involvement, we will likely approach you with a new scope of services/fee letter relating to the implementation of the financing plan, which would include the authorization and placement of the debt.

Our fees do not include out of pocket expenses such as overnight mail, copying or travel related expenses. Such expenses will be included on the bill as reimbursable items. Fees will be billed after the successful completion of the tasks noted above. If the Project is postponed or cancelled, we will bill for our time costs to that point and reimbursable expenses.

Our objective is to have the financing process and related activities proceed as smoothly as possible for the City. We look forward to working with you. We thank you for this opportunity to be of service to the City. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Nash", with a long horizontal flourish extending to the right.

Scott Nash
Managing Director

STN:asw

cc: John Peterson

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