



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 16, 2016

Staff Contact: Nancy Paulson, Chief Financial Officer

Agenda Title: For Possible Action: To approve Amendment No. 6 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2016 to June 30, 2017 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2017.
(NPaulson@Carson.org)

Staff Summary: MOSS-ADAMS' contract to provide internal audit services is set to expire on June 30, 2016 and will require an extension if the Board continues to have them provide the Internal Auditor function for the City.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve Amendment No. 6 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2016 to June 30, 2017 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2017.

Board's Strategic Goal

Efficient Government

Previous Action

Board Approvals:

January 19, 2012 - approved the above listed contract in the amount of \$110,000.00;

December 20, 2012 - approved Amendment 1, an increase to the contract term and approval to utilize the budget remainder from FY 2012/2013;

June 20, 2013 - approved Amendment 2, an increase to the contract term;

July 18, 2013 - approved Amendment 3, an increase to the contract term;

June 5, 2014 - approved Amendment 4, an increase to the contract term;

and June 18, 2015 - approved Amendment 5, an increase to the contract term.

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Charter Sec. 3.075.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Internal Auditor Department, General Fund 101-0800-415-03-09

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: \$110,000 was budgeted in this account for FY 2017.

Alternatives

Do not extend contract with Moss Adams and find another alternative for Internal Auditing Services.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 16th day of June, 2016, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

W I T N E S S E T H:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to June 30, 2017, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2 Amend Paragraph 5.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of One Hundred and Ten Thousand Dollars and No Cents (\$110,000.00), annually.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 1112-133
Internal Auditing Services**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing and Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S ORIGINATING DEPARTMENT

BY: Nancy Paulson, Chief Financial Officer
Carson City Finance Department
201 North Carson Street, Suite 3
Carson City, NV 89701
Telephone: 775-283-7142
Fax: 775-887-2107
NPaulson@carson.org

By: _____

DATED _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Mark Steranka, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Mark Steranka

TITLE: Partner

FIRM: Moss Adams LLP

CARSON CITY BUSINESS LICENSE #: 15-29237

Address: 999 Third Avenue, Suite 2800

City: Seattle **State:** WA **Zip Code:** 98104

Telephone: 206-302-6409/ **Fax #:**206-622-9975

E-mail Address: Mark.Steranka@mossadams.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)

) **ss**

County of _____)

Signed and sworn (or affirmed) before me on this _____ day of _____, 2016, by Mark Steranka.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 16, 2016, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR

DATED this 16th day of June, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 16th day of June, 2016.

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: January 6, 2012

Agenda Date Requested: January 19, 2012
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), as recommended by the Carson City Audit Committee to provide Internal Auditing services for a not to exceed amount of \$110,000.00 to be funded from the Internal Auditor Account as provided in FY 2011/2012. *(Kim Belt)*

Staff Summary: Carson City Audit Committee through an extensive advertisement/review/interview process has selected a Certified Public Accountant Firm to perform the City's Internal Audit Function and negotiated a contract for said services.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), as recommended by the Carson City Audit Committee to provide Internal Auditing services for a not to exceed amount of \$110,000.00 to be funded from the Internal Auditor Account as provided in FY 2011/2012. *(Kim Belt)*

Explanation for Recommended Board Action: Carson City received sealed Statement of Qualifications (S.O.Q.) to perform the City's Audit function on November 18, 2011 at 11:00 a.m. The S.O.Q. was published in the Nevada Appeal and posted on Carson City's website on October 28, 2011. The S.O.Q.'s were opened at approximately 11:10 a.m. on November 18, 2011 at 201 North Carson Street, Carson City, Nevada 89701. At the November 29, 2011, Carson City Audit Committee meeting three (3) firm/applicant(s) were interviewed and from that meeting the Committee recommends MOSS-ADAMS; LLP as the most qualified firm.

On December 15, 2011, the Board of Supervisors accepted the Carson City Audit Committees recommendation to retain MOSS-ADAMS, LLP and authorize Carson City Staff and a member of the Audit committee to negotiate a contract for the Internal Audit Function for Carson City. All work will be authorized by task orders. First task of contract is the Risk Assessment in the amount of \$35,000.00 and remainder of tasks will be determined after completion of Risk Assessment.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter Sec. 3.075.

Fiscal Impact: \$110,000.00.

Explanation of Impact: If approved, the below referenced account could be decreased by \$110,000.00

Funding Source: Internal Auditor Account – 101-0800-415-03-09 as provided for in FY2011/2012.

Supporting Material: Contract No. 1112-133, Exhibit A

Prepared By: Kim Bell, Purchasing and Contracts Manager

Reviewed By: [Signature]
(Finance)

[Signature]
(City Manager)

[Signature]
(District Attorney)

[Signature]
(Finance Director)

Date: 1/10/12

Date: 1/15/12

Date: 1/10/12

Date: 1/10/12

Board Action Taken:

Motion: App.

- 1) SA
- 2) NW

5 0
Aye/Nay

[Signature]

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

THIS CONTRACT, made and entered into this 19th day of January, 2012, 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 Moss Adams LLP, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1112-133 Internal Auditing Services** are both necessary and in the best interests of **CITY**; and

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

1 REQUIRED APPROVAL:

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 CONTRACT TERM:

2.1 This Contract shall be effective from January 19, 2012 subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to December 31, 2012 unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 NOTICE:

3.1 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 with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use Only	
CCBL expires	12/31/12
GL expires	01/31/12
AL expires	12/31/12
PL expires	12/31/12
WC expires	10/31/12

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

Tom Krippaehne
Partner
Moss Adams LLP
999 Third Avenue, Suite 3300
Seattle, WA 98104
206-302-6544/FAX 206-622-9975
Tom.Krippaehne@mossadams.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the following for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** will be asked on a task order basis to provide various phases of an Internal Audit for Carson City. The initial task will be to provide the City with a Risk Assessment. Additional tasks will be determined based on the results of the Risk Assessment.

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

4.4 **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**.

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4.5 **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**.

4.6 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 associated with any failure to obtain necessary permits or licenses, arising therefrom.

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a not to exceed maximum lump sum amount of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00)

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, 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 **SERVICES**.

5.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.4 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.

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

6 TIMELINESS OF BILLING SUBMISSION:

6.1 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

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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**.

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated immediately upon written notice by mutual consent of both parties or unilaterally by either party without cause upon fifteen (15) calendar days' advance written notice.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2012, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages caused by such non-continuation, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 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

7.3.2.2 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

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

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

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

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

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

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

7.5.1.1 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;

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

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

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

7.5.1.5 Neither party shall be liable to the other for any damages that occur as a result of **CONTRACTOR** ceasing to render **SERVICES** following notice of termination.

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8 REMEDIES:

8.1 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. Each party shall be responsible for its own attorneys' fees and costs. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Liability of both parties shall not be subject to punitive or exemplary, special, indirect, incidental or consequential 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** total liability for any and all damages whatsoever arising out of or in any way related to this Contract from any cause including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall be limited, in the aggregate, to the fees paid to **CONTRACTOR** under this Contract.

10 FORCE MAJEURE:

10.1 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.

11 INDEMNIFICATION:

11.1 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 damage to tangible personal property, personal injury, or death caused by the 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.

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11.2 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:

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

11.2.2 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.

11.3 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.

12 INDEPENDENT CONTRACTOR:

12.1 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.

12.2 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.

12.3 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.

12.4 **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 **CONTRACTOR'S** obligations or legal duties to any third party, subcontractor, or employee, or any state, local or federal government entity, regarding any employment related taxes, fees, assessments, benefits, entitlements, notice of benefits, or employee's eligibility to work.

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

13 INSURANCE REQUIREMENTS:

13.1 **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 responsibility for payment of **CONTRACTOR'S** insurance premiums or taxes and fees, except as specifically provided in this Contract.

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

13.3 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.

13.4 Insurance Coverage:

13.4.1 **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:

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

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

13.4.2 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 with an insurer meeting the requirements.

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13.5 General Requirements:

13.5.1 Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 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 **CONTRACTOR'S** General Liability Insurance.

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

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

13.5.5 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis after application of a deductible or self-insured retention. **CONTRACTOR** shall have the obligation to pay any deductible or self-insured retention.

13.5.6 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 and 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 and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701, provided that the professional liability carrier shall endeavor to provide such notice.

13.5.7 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.

13.5.8 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

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

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13.5.8.2 **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 and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **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.

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

14 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

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

14.1.2 Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate

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

14.2 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).

15 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles, unless **CONTRACTOR** does not own any vehicles, in which case the coverage shall be for hired and non-owned 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.

16 **PROFESSIONAL LIABILITY INSURANCE:**

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

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

16.3 A certified copy of this policy may be required, excepting the declarations page.

17 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

17.1 **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.

17.2 **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.

18 **BUSINESS LICENSE:**

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

18.2 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.

19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **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 government

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. 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.

20 WAIVER OF BREACH:

20.1 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.

21 SEVERABILITY:

21.1 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.

22 ASSIGNMENT/DELEGATION:

22.1 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**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any final and delivered 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, excluding any Contractor Materials (defined below), shall be the exclusive property of **CITY** shall be delivered into **CITY** ("Work Product"). All Work Product possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have Work Product used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Internal Auditing Services

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.

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

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

23.4 CONTRACTOR shall own its working papers and any engagement documentation and accounting or consulting related general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials or other intellectual property or information which may have been discovered, created, received, developed or derived by CONTRACTOR either prior to or as a result of providing services under this Contract ("Contractor Materials"). CITY shall have a non-exclusive, non-transferable license to use Contractor Materials for CITY'S own internal use and only for the purposes for which they are delivered to the extent that they form part of the Work Product. Notwithstanding anything to the contrary in this Contract, CONTRACTOR and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Contract as long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of CITY.

24 **PUBLIC RECORDS:**

24.1 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 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.

25 **CONFIDENTIALITY:**

25.1 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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25.2 Notwithstanding any other provision of this Contract, disclosure of confidential information shall not be precluded if such disclosure (i) is in response to a valid subpoena or order of a court or other governmental body of the United States or any political subdivision thereof, or (ii) is required by law or regulation. To the extent permitted by law, **CONTRACTOR** shall give **CITY** notice of any request for confidential information so that **CITY** may, within the time permitted for **CONTRACTOR** to respond, initiate such legal action as **CITY** deems appropriate to protect information from discovery. If **CITY** takes no action within the time permitted for **CONTRACTOR** to respond or if **CITY'S** action does not result in a judicial order protecting **CONTRACTOR** from supplying requested information, **CONTRACTOR** will construe such inaction or failure as consent to comply with the request.

26 FEDERAL FUNDING:

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

26.1.1 **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.

26.1.2 **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.

26.1.3 **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).

27 LOBBYING:

27.1 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
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Internal Auditing Services

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

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

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

28 GENERAL REPRESENTATION:

28.1 **CONTRACTOR** represents 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.

29 PROPER AUTHORITY:

29.1 The parties hereto represent 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 the Carson City Board of Supervisors 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**.

30 ALTERNATIVE DISPUTE RESOLUTION:

30.1 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. Each party shall be responsible for its own attorney's fees and expenses regarding mediation and shall share equally in the mediator's fees and expenses.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

31 GOVERNING LAW; JURISDICTION:

31.1 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 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.

32 ENTIRE CONTRACT AND MODIFICATION:

32.1 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 the Carson City Board of Supervisors.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

33 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Purchasing and Contracts Department
Attn: Kim Belt
Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 1/11/12

DATED 1/19/2012

CITY'S ORIGINATING DEPARTMENT

BY:

Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 1/11/12

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

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

CONTRACTOR

BY: Tom Krippaehne

TITLE: Partner

FIRM: Moss Adams LLP

CARSON CITY BUSINESS LICENSE #: 12-00029231

Address: 999 Third Avenue, Suite 3300

City: Seattle **State:** WA **Zip Code:** 98104

Telephone: 206-302-6544/ **Fax #:**206-622-9975

E-mail Address: Tom.Krippaehne@mossadams.com

Tom Krippaehne

(Signature of **CONTRACTOR**)

DATED 01.12.2012

STATE OF Washington)
County of King) ss

Signed and sworn (or affirmed) before me on this 10th day of January, 2012, by
Tom Krippaehne

Diane A. Murphy
(Signature of Notary)

(Notary Stamp)

DIANE A. MURPHY
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-29-15

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Carson City Contract Number: 1112-133
 Internal Auditing Services

Vendor Number: _____

Invoice shall be submitted to:

Carson City Finance Department
 Attn: Gail Schroeder
 201 North Carson Street, Suite 3
 Carson City NV 89701

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-133
Internal Auditing Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 19, 2012, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



ROBERT L. CROWELL, MAYOR

DATED this 19th day of January, 2012.

ATTEST:


ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of January, 2012.

LATE MATERIAL

EXHIBIT A

MEETING DATE 1/19/12

ITEM # 9-3A

Carson City

Internal Audit Risk Assessment

Project Scope

I. Work Plan		Estimated Hours
Tasks		
1. Project Initiation and Ongoing Management		8
A.	Conduct project initiation meeting	2
B.	Develop project work plan/schedule	1
C.	Discuss and confirm risk assessment approach	1
D.	Conduct ongoing project management and reporting (in-person/phone/email)	4
2. Fact Finding		68
A.	Obtain and review available documentation <ul style="list-style-type: none"> • Send document request list • Coordinate receipt • Review documents 	8
B.	Conduct stakeholder interviews (see listing below)	28
C.	Conduct Web-based survey <ul style="list-style-type: none"> • Develop draft survey • Discuss with City • Revise and distribute • Coordinate survey process • Compile results • Review feedback with City 	20
D.	Document findings (detailed PowerPoint format)	8
E.	Discuss with City	4
3. Analyze Risk		48
A.	Define relevant risk factors	4
B.	Assess City Departmental risks	12
C.	Aggregate risk, formulate conclusions, and discuss	12
D.	Develop document risk assessment (matrix format)	20
4. Reporting		76
A.	Prioritize risks and develop recommendations	16
B.	Develop draft risk assessment report (PowerPoint and matrix format)	16
C.	Discuss with Internal Audit Committee	4
D.	Revise, finalize, and present risk assessment	16
E.	Develop 2012 work programs and discuss (Gantt chart format)	24

II. Interview Listing (By Position)	
1. City Manager	9. Court Administrator
2. Public Works Director	10. Parks and Recreation Director
3. Sheriff	11. Juvenile Special Master
4. Finance Director/Risk Manager	12. Fire Chief
5. Planning Director	13. Human Resources Manager
6. Assessor	14. External Auditor
7. Treasurer	15. District Attorney
8. Clerk-Recorder	

III. Moss Adams Staff

- Tom Krippaehne, Project Partner
- Mark Steranka, Lead Analyst
- Colleen Rozillis, Staff

IV. Schedule

- Three months elapsed time
- Start either late January or early February depending on Board approval

V. Cost

- Hours: 200
- Cost: \$35,000

Carson City Board of Supervisors
Agenda Report

Date Submitted: December 6, 2012

Agenda Date Requested: December 20, 2012

Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept the Carson City Audit Committees recommendation to approve Amendment No. 1 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from December 30, 2012 to June 30, 2013 to utilize the budget remainder from the FY 2012/13 budget (\$62,564.00). (Kim Belt)

Staff Summary: Moss Adam's contract to provide internal audit services to Carson City is set to expire on December 30, 2012. The Audit Committee is recommending amending the contract through June 30, 2013 for the \$62,564 remaining for FY 2012/13.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept the Carson City Audit Committees recommendation to approve Amendment No. 1 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from December 30, 2012 to June 30, 2013 to utilize the budget remainder from the FY 2012/13 budget (\$62,564.00). (Kim Belt)

Explanation for Recommended Board Action: MOSS-ADAMS' contract to provide internal audit services is set to expire on December 31, 2012. The Audit Committee is recommending the contract be adjusted through June 30, 2013 and utilize the remaining \$62,564.00 for FY 2012/13.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter Sec. 3.075.

Fiscal Impact: \$62,564.00.

Explanation of Impact: If approved, the below referenced account could be decreased by \$62,564.00 per year.

Funding Source: Internal Auditor Account – 101-0800-415-03-09 as provided for in FY 2012/13.

Supporting Material: Amendment No. 1 to Contract 1112-133.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: [Signature]
(Finance)

[Signature]
(City Manager)

[Signature]
(District Attorney)

[Signature]
(Finance Director)

Date: 12/11/12

Date: 12/11/12

Date: 12/11/12

Date: 12/11/12

Board Action Taken:

Motion: App

- 1) SA
- 2) JM

40
Aye/Nay

Ad
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 20th day of December, 2012, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** requested additional tasks of the **CONTRACTOR** that were not within the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, the **CITY** and **CONTRACTOR** desire to amend **CONTRACT** to provide **CONTRACTOR** authorization to perform the additional work and to compensate **CONTRACTOR** for the additional work; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to June 30, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2 Amend Paragraph 4.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

CONTRACTOR shall provide and perform the following services set forth in **Exhibit A** to this agreement, **Exhibit B** to Contract Amendment No. 1 to **CONTRACT #1112-133** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

3 Amend Paragraph 5.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of One Hundred Seventy Two Thousand Five Hundred Sixty Four Dollars and No Cents (\$172,564.00), which is an increase to the contract amount by Sixty Two Thousand Five Hundred Sixty Four Dollars and No Cents (\$62,564.00)

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-133
Internal Auditing Services**

ACKNOWLEDGMENT AND EXECUTION:

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

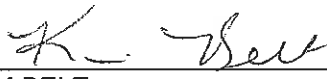
CARSON CITY

Finance Director
Attn: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
KIM BELT


By: 
Deputy District Attorney

DATED 12/11/12

DATED 12/11/12

CITY'S ORIGINATING DEPARTMENT

BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 12/11/12

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-133
Internal Auditing Services

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

CONTRACTOR
BY: Tom Krippaehne
TITLE: Partner
FIRM: Moss Adams LLP
CARSON CITY BUSINESS LICENSE #: 12-00029257
Address: 999 Third Avenue, Suite 3300
City: Seattle **State:** WA **Zip Code:** 98104
Telephone: 206-302-6544/ **Fax #:**206-622-9975
E-mail Address: Tom.Krippaehne@mossadams.com

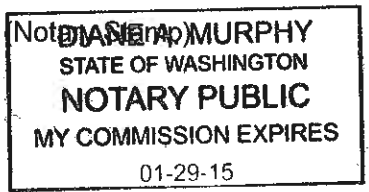
Tom Krippaehne
(Signature of **CONTRACTOR**)

DATED _____

STATE OF Washington)
County of King) ss

Signed and sworn (or affirmed) before me on this 30 day of December, 2012, by Tom Krippaehne.

Diane A. Murphy
(Signature of Notary)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on December 20, 2012, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA


ROBERT L. CROWELL, MAYOR

DATED this 20th day of December, 2012.

ATTEST:


ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of December, 2012.

Carson City Board of Supervisors
Agenda Report

Date Submitted: June 6, 2013

Agenda Date Requested: June 20, 2013

Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept the Carson City Audit Committees recommendation to approve Amendment No. 2 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2013 to September 30, 2013. (Kim Belt)

Staff Summary: On January 19, 2012, the Carson City Board of Supervisors approved the above listed contract in the amount of \$110,000.00, and on December 20, 2012, the Carson City Board of Supervisors approved Amendment 1 an increase to the contract term and approval to utilize the budget remainder from FY 2012/2013. Moss Adam's contract is to provide internal audit services to Carson City is set to expire on June 30, 2013. The Audit Committee is recommending amending the contract through September 30, 2013, in order for contractor to complete current projects and enable the Audit Committee to evaluate the work.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept the Carson City Audit Committees recommendation to approve Amendment No. 2 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2013 to September 30, 2013. (Kim Belt)

Explanation for Recommended Board Action: MOSS-ADAMS' contract to provide internal audit services is set to expire on June 30, 2013. The Audit Committee is recommending the contract be adjusted through September 30, 2013.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter Sec. 3.075.

Fiscal Impact: \$0.00

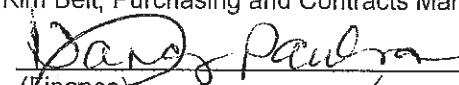
Explanation of Impact: No additional funds.

Funding Source: N/A

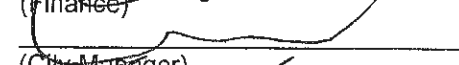
Supporting Material: Amendment No. 2 to Contract 1112-133.

Prepared By: Kim Belt, Purchasing and Contracts Manager

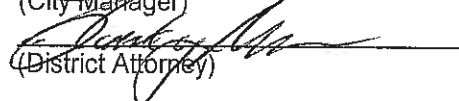
Reviewed By:



 (Finance)



 (City Manager)



 (District Attorney)

Date: 6/11/13

Date: 6/14/13

Date: 6/11/13

Board Action Taken:

Motion: approve

- 1) JMC
- 2) KA

Aye/Nay
5-0

JMC
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 20th day of June, 2013, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to September 30, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1112-133
Internal Auditing Services**

ACKNOWLEDGMENT AND EXECUTION:

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

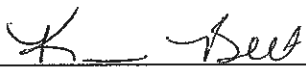
CARSON CITY

Finance Director
Attn: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
KIM BELT


By: 
Deputy District Attorney

DATED 6/11/13

DATED 6/11/13

CITY'S ORIGINATING DEPARTMENT

BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 6/11/13

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1112-133
Internal Auditing Services**

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

CONTRACTOR

BY: Tom Krippaehne

TITLE: Partner

FIRM: Moss Adams LLP

CARSON CITY BUSINESS LICENSE #: 13-

Address: 999 Third Avenue, Suite 3300

City: Seattle **State:** WA **Zip Code:** 98104

Telephone: 206-302-6544/ **Fax #:**206-622-9975

E-mail Address: Tom.Krippaehne@mossadams.com

Thomas M Krippaehne

(Signature of **CONTRACTOR**)

DATED June 24, 2013

STATE OF Washington)

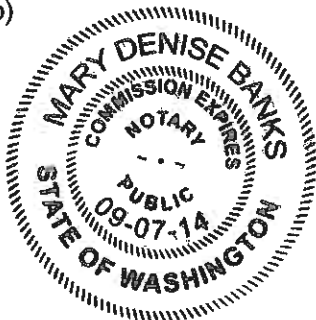
County of King) **ss**

Signed and sworn (or affirmed) before me on this 24 day of June, 2013, by Tom Krippaehne.

Mary Denise Banks

(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 20, 2013, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



ROBERT L CROWELL, MAYOR

DATED this 20th day of June, 2013.

ATTEST:

for: 
ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of June, 2013.

Carson City Board of Supervisors
Agenda Report

Date Submitted: July 9, 2013

Agenda Date Requested: July 18, 2013
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept the Carson City Audit Committees recommendation to approve Amendment No. 3 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from September 30, 2013 to June 30, 2014 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2013/2014. (Kim Belt)

Staff Summary: On January 19, 2012, the Carson City Board of Supervisors approved the above listed contract in the amount of \$110,000.00; on December 20, 2012, the Carson City Board of Supervisors approved Amendment 1, an increase to the contract term and approval to utilize the budget remainder from FY 2012/2013; and on June 20, 2013 the Carson City Board of Supervisors approved Amendment 2, an increase to the contract term. The Audit Committee is recommending amending the contract through June 30, 2014, in order for contractor to perform FY 13-14 Audit Plan Components which consist of: FWA Program Coordination, Fleet Utilization Study, Performance Metrics Development, Utility Billing Study, Wastewater Capital Program Study, and Affordable Care Act Risk Assessment.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept the Carson City Audit Committees recommendation to approve Amendment No. 3 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from September 30, 2013 to June 30, 2014 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2013/2014. (Kim Belt)

Explanation for Recommended Board Action: MOSS-ADAMS' contract to provide internal audit services is set to expire on September 30, 2013. The Audit Committee is recommending the contract term be increased to June 30, 2014 and perform the City's Internal Audit function for FY 2013/2014.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter Sec. 3.075.

Fiscal Impact: \$110,000.00

Explanation of Impact: If approved the below account(s) could be reduced by \$110,000.00.

Funding Source: Internal Auditor Account – 101-0800-415-03-09 as provided for in FY2013/2014.

Supporting Material: Amendment No. 3 to Contract 1112-133.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Wendy Paulino Date: 7/19/13
 (Finance)
Marema Wicks DCM Date: 7/9/13
 (City Manager)
Sandy B... Date: 7/9/13
 (District Attorney)

Board Action Taken:

Motion: approve

- 1) KA
- 2) me

Aye/Nay
5-0

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 18th day of July, 2013, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to June 30, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2 Amend Paragraph 5.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Two Hundred Eighty Two Thousand Five Hundred Sixty Four Dollars and No Cents (\$282,564.00), which is an increase to the contract amount by One Hundred Ten Thousand Dollars and No Cents (\$110,000.00)

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 1112-133
Internal Auditing Services**

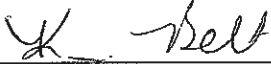
ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY
Finance Director
Attn: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: 
KIM BELT

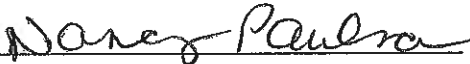
By: 
Deputy District Attorney

DATED 7/19/13

DATED 7/19/13

CITY'S ORIGINATING DEPARTMENT

BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 7/19/13

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 1112-133
Internal Auditing Services**

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

CONTRACTOR

BY: Tom Krippaehne

TITLE: Partner

FIRM: Moss Adams LLP

CARSON CITY BUSINESS LICENSE #: 13-

Address: 999 Third Avenue, Suite 3300

City: Seattle **State:** WA **Zip Code:** 98104

Telephone: 206-302-6544/ **Fax #:** 206-622-9975

E-mail Address: Tom.Krippaehne@mossadams.com

Tom Krippaehne
(Signature of **CONTRACTOR**)

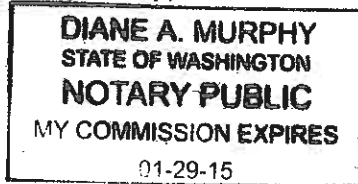
DATED 7/10/2013

STATE OF Washington)
County of King) ss

Signed and sworn (or affirmed) before me on this 10 day of July, 2013, by Tom Krippaehne.

Diane A. Murphy
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on July 18, 2013, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



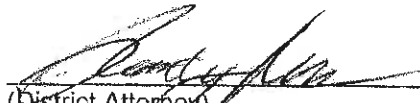
ROBERT L CROWELL, MAYOR

DATED this 18th day of July, 2013.

ATTEST:

for: 
ALAN GLOVER, CLERK-RECORDER

DATED this 18th day of July, 2013.


(District Attorney)

Date: 5/27/14

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 5th day of June, 2014, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to June 30, 2015, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2 Amend Paragraph 5.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Three Hundred Ninety Two Thousand Five Hundred Sixty Four Dollars and No Cents (\$392,564.00), which is an increase to the contract amount by One Hundred Ten Thousand Dollars and No Cents (\$110,000.00)

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 1112-133
Internal Auditing Services**

ACKNOWLEDGMENT AND EXECUTION:

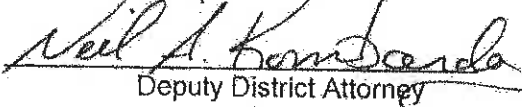
In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

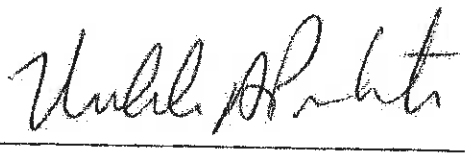
By: 
KIM BELT

By: 
Deputy District Attorney

DATED 5/27/14

DATED 5/28/14

CITY'S ORIGINATING DEPARTMENT
BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 5/27/14

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 1112-133
Internal Auditing Services**

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

CONTRACTOR

BY: Tom Krippaehne

TITLE: Partner

FIRM: Moss Adams LLP

CARSON CITY BUSINESS LICENSE #: 14-

Address: 999 Third Avenue, Suite 3300

City: Seattle **State:** WA **Zip Code:** 98104

Telephone: 206-302-6544/ **Fax #:**206-622-9975

E-mail Address: Tom.Krippaehne@mossadams.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)

County of _____)

) ss

Signed and sworn (or affirmed) before me on this _____ day of May, 2014, by Tom Krippaehne.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 5, 2014, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR

DATED this 5th day of July, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of July, 2014.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the June 5, 2014 Meeting

Page 9

12. FINANCE DEPARTMENT

12(A) PRESENTATION, DISCUSSION, POSSIBLE ACTION ON ACCEPTANCE AND POSSIBLE DIRECTION TO STAFF REGARDING IMPLEMENTATION OF THE FRAUD, WASTE, AND ABUSE (“FWA”) PROGRAM FINAL REPORT AND THE PERFORMANCE METRICS DEVELOPMENT FINAL REPORT (10:43:27) - Mayor Crowell introduced this item, and recognized Audit Committee Chair Michael Bertrand. Mr. Bertrand provided background information on this item, and introduced Moss-Adams, LLP Planning and Policy Director Mark Steranka. Mr. Steranka introduced Colleen Rozillas, also of Moss-Adams, LLP, and reviewed the agenda materials in conjunction with displayed slides.

Mayor Crowell entertained Board member questions or comments and public comments. When no questions or comments were forthcoming, Mr. Bertrand reviewed the Audit Committee's recommendation to implement the program. Mayor Crowell entertained a motion. Supervisor Abowd moved to accept the Fraud, Waste, and Abuse Program final report and the Performance Metrics Development final report, prepared by Moss-Adams, LLP, and to direct staff to bring back implementation plans based on Board of Supervisors discussion. Supervisor Bonkowski seconded the motion. Mr. Steranka clarified that the Performance Metrics Development report had not yet been presented, and suggested holding that portion of the motion. Supervisor Abowd withdrew her motion.

Mr. Steranka provided background information on the Performance Metrics Development framework. Ms. Rozillas reviewed the corresponding agenda materials in conjunction with displayed slides. Mr. Steranka and Ms. Rozillas responded to questions of clarification, and discussion took place, throughout the presentation.

Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Supervisor Abowd moved to accept the Fraud, Waste, and Abuse Program final report and the Performance Metrics Development final report, prepared by Moss-Adams, LLP, and to direct staff to bring back implementation plans, based on the Board of Supervisors' discussion. Supervisor Bonkowski seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Karen Abowd
SECOND:	Supervisor Brad Bonkowski
AYES:	Supervisors Abowd, Bonkowski, McKenna, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

12(B) POSSIBLE ACTION TO ACCEPT THE CARSON CITY AUDIT COMMITTEE'S RECOMMENDATION TO APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 1112-133 WITH MOSS-ADAMS, LLP (CERTIFIED PUBLIC ACCOUNTANTS), TITLED “INTERNAL AUDITING SERVICES,” TO INCREASE THE CONTRACT TERM FROM JUNE 30, 2014 TO JUNE 30, 2015, AND PERFORM THE CITY'S INTERNAL AUDIT FUNCTION FOR A NOT-TO-EXCEED COST OF \$110,000.00, TO BE FUNDED FROM THE INTERNAL AUDIT BUDGET ACCOUNT, AS PROVIDED FOR IN FY 2014 / 2015 (11:15:58) - Mayor Crowell introduced this item.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the June 5, 2014 Meeting

Page 10

Finance Department Director Nick Providenti reviewed the agenda materials, and responded to questions of clarification. Supervisor McKenna provided background information on internal auditing services in Carson City, and the Audit Committee's recommendation. Mr. Bertrand responded to questions regarding plans for implementation of the internal auditor's reports, and discussion followed.

Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Supervisor McKenna moved to accept the Carson City Audit Committee's recommendation to approve Amendment No. 4 to Contract No. 1112-133 with Moss-Adams, LLP, Certified Public Accountants, titled, "Internal Auditing Services," to increase the contract term from June 30, 2014 to June 30, 2015, and perform the City's internal audit function for a not-to-exceed cost of \$110,000.00, to be funded from the internal audit budget account, as provided in FY 2014 / 2015. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion. Mr. Steranka acknowledged that proposed implementation plans for previous audits will be presented to the Board at some point in the future. In response to a further question, he and Mr. Bertrand provided additional clarification and discussion followed. Mayor Crowell entertained public comment and, when none was forthcoming, called for a vote on the pending motion.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor John McKenna
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors McKenna, Abowd, Bonkowski, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

12(C) POSSIBLE ACTION TO ACCEPT THE AUDIT COMMITTEE'S RECOMMENDATIONS FOR PROJECTS FOR FY 2014 - 2015 TO INCLUDE BASIC INTERNAL AUDITOR SERVICES, INTERNAL CONTROLS REVIEW, STRATEGIC PLANNING UPDATES, AND FRAUD, WASTE, AND ABUSE MONITORING (11:26:27) - Mayor Crowell introduced this item, and Moss-Adams, LLP Policy and Planning Director Mark Steranka reviewed the agenda materials in conjunction with displayed slides. Mayor Crowell entertained public comment and, when none was forthcoming, Board member questions or comments. Mr. Steranka responded to questions of clarification, and discussion took place, regarding the difference between a lean manager study and internal controls; the possibility of contingency funding; and return on investment. Extensive discussion took place regarding the Board's direction on implementation of studies completed to date.

Mr. Steranka acknowledged no need to augment the internal auditor budget to accommodate telephone conferences between Mr. Marano and Moss-Adams, LLP. Mayor Crowell entertained a motion. **Supervisor Abowd moved to accept the Audit Committee's recommendations for projects for FY 2014 / 2015 to include basic internal auditor services, internal controls review, strategic planning updates, and fraud, waste, and abuse monitoring. Supervisor McKenna seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

Carson City Board of Supervisors
Agenda Report

Date Submitted: June 5, 2015

Agenda Date Requested: June 18, 2015
Time Requested: 5 Minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Amendment No. 5 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2015 to June 30, 2016 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2015/2016. (Sheri Russell)

Staff Summary: On January 19, 2012, the Carson City Board of Supervisors approved the above listed contract in the amount of \$110,000.00; on December 20, 2012, the Carson City Board of Supervisors approved Amendment 1, an increase to the contract term and approval to utilize the budget remainder from FY 2012/2013; on June 20, 2013 the Carson City Board of Supervisors approved Amendment 2, an increase to the contract term, on July 18, 2013 the Carson City Board of Supervisors approved Amendment 3, an increase to the contract term, and on June 5, 2014 the Carson City Board of Supervisors approved Amendment 4, an increase to the contract term. Staff's recommending to amend the contract through June 30, 2016.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept the Staff's recommendation to approve Amendment No. 5 to Contract No. 1112-133 with MOSS-ADAMS, LLP (Certified Public Accountants), titled "Internal Auditing Services" to increase the contract term from June 30, 2015 to June 30, 2016 and perform the City's Internal Audit function for a not to exceed cost of \$110,000.00 to be funded from the Internal Audit Budget account as provided in FY 2015/2016. (Sheri Russell)

Explanation for Recommended Board Action: MOSS-ADAMS' contract to provide internal audit services is set to expire on June 30, 2015 and will require an extension if the Board continues to have them provide the Internal Auditor function for the City.

Applicable Statute, Code, Policy, Rule or Regulation: Carson City Charter Sec. 3.075.

Fiscal Impact: \$110,000.00

Explanation of Impact: If approved the below account(s) could be reduced by \$110,000.00.

Funding Source: Internal Auditor Account – 101-0800-415-03-09 FY2015/2016 Budget Total \$110,000.00.

Supporting Material: Amendment No. 5 to Contract 1112-133.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: Urbil A. White
(Finance)
Jack Williams
(City Manager)
[Signature]
(District Attorney)

Date: 6/9/15
Date: 6/9/15
Date: 6-9-15

Board Action Taken:

Motion: APP 1) KA
2) BB

Aye/Nay 5/0

SM
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1112-133
Internal Auditing Services**

THIS AMENDMENT is made and entered into this 18th day of June, 2015, 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 Moss Adams LLP., hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1112-133**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-133** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

- 1 Amend Paragraph 2.1 of **CONTRACT # 1112-133** to provide in its entirety as follows:

This Contract shall be effective from January 19, 2012, subject to Carson City Board of Supervisors' approval (anticipated to be January 19, 2012) to June 30, 2016, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

- 2 Amend Paragraph 5.1 of **CONTRACT #1112-133** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of One Hundred and Ten Thousand Dollars and No Cents (\$110,000.00), annually.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
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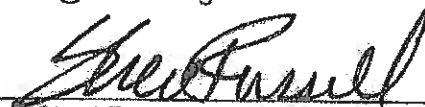
ACKNOWLEDGMENT AND EXECUTION:


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

CARSON CITY
Finance Director
Attn: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL
Carson City District Attorney

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


By: 
Sheri Russell, Accounting Manager

By: 
Deputy District Attorney

DATED 6/9/15

DATED 6-9-15

CITY'S ORIGINATING DEPARTMENT
BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 6/9/15

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1112-133
Internal Auditing Services**

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

CONTRACTOR
BY: Tom Krippaehne
TITLE: Partner
FIRM: Moss Adams LLP
CARSON CITY BUSINESS LICENSE #: 15-29237
Address: 999 Third Avenue, Suite 3300
City: Seattle **State:** WA **Zip Code:** 98104
Telephone: 206-302-6544/ **Fax #:** 206-622-9975
E-mail Address: Tom.Krippaehne@mossadams.com

Tom Krippaehne
(Signature of **CONTRACTOR**)

DATED 7/9/15

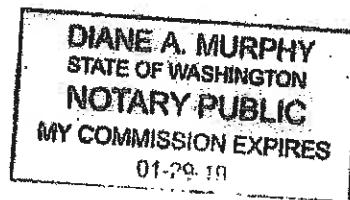
STATE OF Washington)

County of King) ss

Signed and sworn (or affirmed) before me on this 9th day of July, 2015, by Tom Krippaehne.

Diane A. Murphy
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1112-133
Internal Auditing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 18, 2015, approved the acceptance of **CONTRACT No. 1112-133**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



ROBERT L CROWELL, MAYOR

DATED this 18th day of June, 2015.

ATTEST:


SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 18th day of June, 2015.