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**GOVERNMENT AFFAIRS SERVICES  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 12th day of May, 2014, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Carrara Group LLC**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated March 24, 2014, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **Government Affairs Services**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.



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**2. Payment for Project Services**

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$61,500.00** for the project. The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

**3. Term**

This Agreement shall continue in effect from:

**7/1/2014 through 6/30/2015**

The Project is completed (Approximately \_\_\_\_\_), or unless earlier terminated as provided herein.

**4. Time Devoted to Work:**

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

**5. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

**6. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

**7. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**8. Status of Consultant:**

It is the intent of the parties that Consultant shall be considered an independent contractor and that



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Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

**9. City Ownership of Proprietary Information:**

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

**10. Public Records:**

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

**11. Insurance:**

CONSULTANTS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF SUBMITTAL OF RFP, BID OR QUOTE. THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase



and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability	\$1,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers' Compensation	Statutory	✓		✓
<b>Yes</b>	Employer's Liability	\$1,000,000	✓		
<b>No</b>	Professional Liability	\$1,000,000	✓		
<b>No</b>	Pollution Legal Liability	\$1,000,000	✓		

#### **Commercial General Liability**

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

#### ***Minimum Limits of Insurance***

**\$1,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit



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If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 12/04 or substitute form providing equivalent coverage.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall be primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Separation of Insureds***

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

**Business Automobile Liability**

***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/01, CA 00 05, CA 00 12 or substitute form providing equivalent coverage for



Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 02/99 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/01.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

***Minimum Limits of Insurance***

Workers' Compensation: Statutory Limits

Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident  
**\$1,000,000** Bodily Injury by Disease – Each Employee  
**\$1,000,000** Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 04/92 or substitute form



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providing equivalent coverage.

***Waiver of Subrogation Endorsement***

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required waiving the insurer's right to recover payments from the City.

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)-** \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

**ALL COVERAGES**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for nonpayment of premium.

**OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.



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**VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

**SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

**MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:





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- a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

## 12. Indemnity:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

### **In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

## 13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing



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five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

#### **14. Termination:**

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

#### **15. Licenses and Permits:**

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current



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business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**16. Drafting Presumption:**

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

**17. Governing Law:**

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

**18. Jurisdiction and Venue:**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

**19. Claims:**

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

**20. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**21. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

Rocky Finseth  
Carrara Group LLC  
2300 W. Sahara Ave., Suite 800  
Las Vegas, NV 89102

**22. Entire Contract:**

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral.



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Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**23. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**24. Annual Appropriation of Funds:**

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

**25. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**26. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

**27. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

**28. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Consultant)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Geno R. Martini, Mayor

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Teresa Gardner, City Clerk



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**Attachment A**

Scope and price per written proposal provided by Carrara Nevada, dated March 24, 2014 (attached).

# Proposal For The City Of Sparks

March 24, 2014

Prepared By  
Rocky Finseth  
President  
Carrara Nevada

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## A Brief Description of Carrara Nevada:

The Carrara Group, LLC, dba Carrara Nevada, LLC derives its name from the Carrara Mining District. Located in Nye County, Nevada, the district's most notable asset was not gold or silver, but marble, which was known for its **durability, strength** and **diverse applications**.

Carrara Nevada has over 50 years of experience in government affairs in Nevada with a proven track record of effective representation on behalf of our clients. To meet the needs of our customers, our offices are located across the State – in Reno, Las Vegas and Carson City. Founded by Pat Coward in the early 1990's, the company has seen many distinguished lobbyist pass through its doors. Bill Gregory, Mark Brown, Pat Coward, Dave Kirvin, and Joan Lambert are a few individuals who have been associated with the company's history.

Today, the company employs six talented, highly qualified and experienced lobbyists working under the direction of the company's principal, Rocky Finseth. While the company has represented a broad range of clients before the Nevada Legislature, State regulatory bodies, and before local governments in Nevada, the core clientele has remained largely unchanged — local government bodies, private businesses, non-profit trade associations and a few out-of-state interests. We are proud of this accomplishment and work to build long lasting relationships, rather than the short term, quick buck mentality of some of our competitors.

### **Our Belief Is That The Client Comes First**

We believe that an effective government relations program must educate elected officials and other government decision makers in an honest, forthright, comprehensive and timely manner. Understanding Nevada's unique brand and style of politics that shape public policy is essential if legislative success is to be achieved. Our team's knowledge of the governmental process and the ability to reach key decision makers ensures that our clients' interests are conveyed and achieved.

We also believe that decision makers need to hear and understand the needs of our clients in the proper context. To that end, we help clients understand the role of government and help government understand the issues important to our clients. Carrara Nevada's advocacy on behalf of our customers is always based on documented research and strategies, not on supposition and "shoot from the hip" advocacy.

Nevada's political landscape is changing rapidly. The demographic and socio-economic makeup of the state creates an environment that heightens the importance of government relations. Companies that are positioned strategically in the state will produce the results expected from their clients. Understanding how these ever-evolving trends impact our clients is the key to our success.

### **Our Values:**

**Experience.** Carrara Nevada's greatest asset is its staff who has based their careers in the field of government and governmental relations. We believe in a true business partnership with our clients, not only meeting their needs, but also anticipating and advising them on the critical issues facing them.

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**Credibility.** In Nevada, the only way to earn credibility is through hard, honest work. Our staff is



among the most respected public policy professionals in the State. We've built our reputation on our experience and the successes we've achieved with our clients, not by seeking publicity and fanfare for ourselves.

**Teamwork.** Each member of the Carrara Nevada team is available to meet the needs of our clients. Our statewide presence enables us to combine unwavering personal attention with the diverse talents of our entire firm

## **The Carrara Nevada Team:**

The Carrara Nevada lobbying team will consist of Rocky Finseth, President and CEO of the firm, and Jenny Reese, an associate with the company who is well versed in local government issues. In addition, we will use the combined talents of the rest of our staff in developing strategy and meeting the needs of the City of Sparks outside the halls of Carson City. Outlined below are the backgrounds of the lobbying team members who will be working as part of the legislative team in Carson City on behalf of the City.

**ROCKY FINSETH** is the President and CEO of Carrara Nevada. Mr. Finseth manages and oversees the day-to-day operations of the firm's lobbyists. He works extensively with the company's clients developing legislative strategy, drafting of legislation and developing sound public policy. He is an experienced lobbyist in Carson City and is versed in lobbying at local level in Southern Nevada. With over 17 years of experience developing public policy at federal, state and local levels, Mr. Finseth is accomplished in legislative and political affairs. He has served as chief of staff to the chairman of the Honolulu City Council, former Governor of Hawaii's assistant in Washington D.C. monitoring federal issues on behalf of the state, and as a state policy analyst in the Governor's Office. He provides a solid statewide perspective to our clients, especially our growing base in Las Vegas. He holds a degree in Political Science from Lewis and Clark College in Oregon.

Mr. Finseth has served on the Board of Directors for the Economic Development Authority of Western Nevada (EDAWN) and the Board of the Southern Nevada American Lung Association.

**JENNY REESE** is a legislative research specialist and serves as Mr. Finseth's lead lobbyist internally within the firm while in Carson City. Ms. Reese is well respected within the halls of Carson City, and is universally recognized for her integrity and honesty. Many legislators and colleagues consider her as a rising star within the ranks of young and up and coming lobbyist at the Capitol. She has been lobbying for over a decade.

Jenny comes to the company after serving one legislative session as a policy analyst for the Nevada Association of Counties (NACO) where she was actively involved in local government issues ranging from affordable housing to taxation. Prior to that, she worked for the McMullen Strategic Group where she serviced a number of clients on behalf of the company's principal during the 2003 legislative session. Jenny brings a local government perspective to our client base and a fundamental understanding of issue development. Her knowledge of the players and her understanding of the legislative process provides our firms clients with an additional layer of protection.

Currently, Jenny serves on a number of public and private groups, including NDOT Statewide Transportation TAC, Southern Nevada Lands Management Act, Public Lands Steering Group and

the Washoe County Meth Community Response Working Group, to name a few. Ms. Reese is a graduate of Bishop Manogue and the University of Nevada Reno.

**JOE BREZNY** is the Director of Political Operations for the firm. Mr. Brezny works with a number of our clients in issue identification and voter registration and GOTV mobilization. Mr. Brezny recently joined Carrara Nevada after serving several terms as the Executive Director of the State Senate GOP caucus where he established important relationships with Senators on both sides of the aisles. Brezny's depth and experience with the inter workings of the Legislature and its players and personalities will prove invaluable to our clients. Brezny also served as Mitt Romney's State Director during his 2008 run for the Presidency.

**ISABELLE BEAUMONT-FRENETTE** is a communication specialist within Carrara Nevada. She works on outreach and communication with all of our clients. Isabelle also serves as a backup to Reese during the legislative session. She is versed in fundraising, and event planning and is able to provide assistance to all of our firms clients in these fields. Like Ms. Ellis, Ms. Beaumont-Frenette works on issues impacting the preservation and protection of private property rights. Isabelle is the editor and chief of many of the firm's end of session reports and communication pieces during the session itself. Isabelle also works directly with our clients with respect to their bill tracking needs. She has extensive governmental experience having served in the Canadian Provincial government. Her attention to detail is unmatched within the firm.

**SARA ELLIS** is a local government affairs lobbyist for our Northern Nevada operations. Ms. Ellis has worked on critical issues associated with the preservation and protection of private property rights especially in the areas of the Tahoe Regional Planning Agency (TRPA) and regional growth. Prior to joining the Carrara Nevada team, she provided support for the Reno Chamber of Commerce in the areas of marketing and government relations in promoting the Northern Nevada business climate. Ms. Ellis is a graduate of the University of Nevada, Reno.

**JOE LOCATELLI** is a legislative team specialist based in Southern Nevada specializing in private property and tax policy. His diverse background in public policy and political management provide our clients with critical insight and analysis in issue development and strategic planning. Mr. Locatelli has served on the staff of numerous elected officials in Nevada, including former Lieutenant Governor Lorraine Hunt and former Congressman Jim Gibbons. Joe is also a proud military veteran having served time in the United State Marine Corp. Joe is a graduate of the University of Hawaii and has a masters degree from Harvard University.

**JIM NADEAU** is a legislative team research specialist. Providing sound counsel and policy advice to our clients, Jim provides over a decade of experience before the Nevada State Legislature. His distinguished career in law enforcement provides a new and dynamic element to the company and our clients. Mr. Nadeau is a graduate of University of Nevada, Reno and the FBI National Academy. He also sits on the State of Nevada Private Investigator's Licensing Board.

We also anticipate hiring a bill tracker for the legislative session. There is a good possibility that we may secure the company's intern from last session to come and work full time for the company this session. Whatever direction we head, and should we be fortunate enough to be retained by the City again, we will let you know who will serve as the bill tracker for the team.

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## Scope Of Work:

### The Assumptions:

We will continue the presumed assumption that set the course last session – that most issues impacting the City also has impacts on other local municipalities, therefore, other entities will be involved in lobbying efforts thereby allowing the City to not need to take a lead role. Think of the C-tax discussion from last session, or the 3 or 8% cap discussion, which is likely to occur this session. In those instances, the impact of these decisions on the City of Sparks is likely to fall in-line with other cities. Thus, we will continue to rely on others – the League, and other municipalities to run lead on these issues. The City can simply echo the work and effort of others.

The City will engage where we see an issue that solely impacts its bottom-line and the citizenry of Sparks. What might this be? The room tax issue and its expiration (SB 509) is a good example. In this case, we identified the issue, assessed its impact to Sparks and the Nugget alone, and then went to battle with the RSCVA and others for its extension, including extensive negotiations with the bill sponsor on the legality of the issue, its political ramifications and how the tax could not be extended to fund projects like the Reno Livestock Event Center. In that case we had to scramble to find a bill sleeve, educate and work with legislators on the issue, work with the Governor to ensure he would not veto the bill, work with committee chairs to get the bill scheduled, and lobby individual members who had concern with the bill.

Finally, we will continue the assumption that once the City opts to disengage on a bill, the only way re-engagement can occur is if a specific amendment to a bill creates a city specific problem. Otherwise, the first assumption would apply. We cannot hop in and hop out of bills and issues. We're either going to engage or not engage on a specific bill or issue.

### Bill Tracking:

Carrara Nevada provided bill tracking for the City last session. For the most part the system was adequate for the needs of the City Manager, and the Council. However, some additional tweaks were identified post-legislative session, and Carrara Nevada has worked with the vendor to address the City's needs.

So, we are working with the vendor to expand the depth and scope of the system for the City of Sparks. However, that is coming at an additional cost to Carrara Nevada. We will pass those cost onto the City, following a review of the system with the lobbying team.

### Committee Oversight:

As with last session, we will rely on the Manager of Community Relations to provide us with direction on which hearings are critical to the City. The underlining assumption is and will be that the Manager can monitor most of the hearings within the confines of City Hall, and then only needs to appear in the building on certain agenda items. Carrara Nevada will not devote a specific staff person to sit in key committees for the City on a day-to-day basis. Instead, we will attend hearings and provide meeting notes on that hearing back to the Manager on an as requested basis. Carrara Nevada would review agenda's on a daily basis, along with the Manager making sure that nothing is falling between the cracks.

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Testifying:

Last session worked perfectly in terms of how the lobbying team handled testimony. Carrara Nevada staff remained in the background, while City personnel took the lead. The Manager of Community Relations provided minimal testimony on certain bills. And the changing faces of who testified on behalf of the City also worked to perfection. So, there is no need to change that process moving into the 2015 session.

Elected To Elected Contact:

By all accounts, the strategy of having elected officials at the City speak with elected officials at the Legislature worked well. Therefore, we will continue such a process for the 2015 Legislature.

Communications:

Communication plays a key role in the overall success or failure of the City's efforts with legislators. While our proposal suggests that communication with legislators should occur between the City Council and members of the Legislature, we also envision the need for staff to keep state legislators informed on important initiatives. Thus, while in Carson City, we would expect that Carrara Nevada staff will play a key role in keeping legislators informed on important City initiatives. However, outside of the session, and particularly during the interim, we will expect that City staff will keep the lines of communication open with legislators, especially, the members of the Sparks delegation, with the guidance and assistance of Carrara Nevada.

Role Of Carrara Staff:

Carrara Nevada will continue its role as a strategic advisor and on the ground eyes and ears for the City. During the legislative session, in addition to tracking bills, we will set up meetings for the lobbying team; we will meet on a regular basis with the City Manager and the lobbying team to consult and advise as necessary on matters impacting the City. We will also continue the practice of providing weekly reports to the Council during the legislative session in conjunction with the City Manager's office. We will also brief the Council, when requested on specific matters. Most importantly, we will work hand in hand with the City Manager on a day-to-day basis during the session to strategically position the City to address the needs of the citizens of the City of Sparks. Leading into session, we will work with the City Manager on meetings with key elected officials and keeping legislators informed on the important issues facing the City and the residents of Sparks.

Role of City Staff:

Unlike previous sessions, the City will not have anyone on the ground on a day-to-day basis. And while this may lead to some disadvantages for the City as information is shared on a regular basis by on the ground local government affairs staffers, it is reflection of the new paradigm that the City and Carrara Nevada are attempting to address. The role of City staff will be to advise the Carrara Nevada, coordinate activities between the City on all legislative matters themselves, including testimony and positions on a timely fashion. City staff will work with the Council's lobbying team to liaison between the individual Council members and address any questions they may have about specific legislative issues. City staff will also coordinate the weekly reports during the session and distribute those reports to the Council. City staff will serve as a funnel point reviewing bills with

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Carrara Nevada to determine whether the measure has general impacts on all municipalities, or if there are specific provisions directly impacting the City and therefore needs the attention of the lobbying team. City staff will also review all agendas on a daily basis with the Carrara Nevada staff to determine if a particular legislative hearing will need attention.

During the interim, City staff will monitor activities of the interim committees in consultation with Carrara Nevada. They will meet with legislative leaders as necessary and they will work with the Council to identify issues for bill submission to the 2015 Legislature.

## **Legislative Success On Behalf Of Our Clients:**

Our background and experience in legislative and regulatory issues on behalf of our clients is unmatched. Our breath of experience comes from representing our client's interests before governmental bodies across the state over the last decade. More importantly, our successes come from working hand in hand with our clients on their issues, setting realistic expectations as to what is achievable, and then working hard to advocate on their behalf with the elected officials in Nevada, along with the regulators of those specific industries. We are happy to provide you with a separate list of our specific accomplishments on behalf of our clients should the need arise. Please contact Rocky Finseth for that information.

## **Current & Former Clients of the Company:**

Carrara Nevada represents a wide spectrum of clients across the State and the country. We do not believe that any of our existing clients will provide a conflict with the City. However, should a conflict arise, we will discuss the issue with you and take the appropriate action. The following is a list of some of the companies who have benefited or are currently clients of Carrara Nevada.

Ames Construction  
Biotechnology Industry Association  
Economic Development Association of Western Nevada  
GlaxoSmithKline  
Greater Las Vegas Association of REALTORS®  
Incline Village Board of REALTORS®  
Lunas Construction  
Nevada Association of REALTORS®  
Nevada Land Title Association  
Nevada Physical Therapist Association  
Nevada State Board of Podiatry  
Non-Restricted Gaming Association  
Pharmaceutical Research and Manufacturers of America  
Reno Sparks Association of REALTORS®  
Sierra Nevada Association of REALTORS®  
Tahoe Lakefront Owners Association  
7-Eleven Franchise Owners Association of Southern Nevada  
Johnson & Johnson Pharmaceuticals  
Wyeth Pharmaceuticals

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Bristol Myers Squibb  
National Association of Business Broker Permits  
City of Sparks  
Washoe County  
American Lung Association  
United Trustee Association  
Vistakon  
State of Nevada Private Investigator Licensing Board  
Western Exchange Corporation  
Boehringer-Ingelheim Pharmaceuticals  
Wine Institute

## Fee Proposal:

Carrara Nevada welcomes the opportunity to re-establish our working relationship with the City of Sparks. As a medium sized government affairs firm in the State, we represent a broad perspective client base and our business structure, which allows us to ensure a statewide presence on behalf of all of Carrara's clients. Furthermore, we specialize only in government affairs unlike other firms in the State, which also do law, or public relations. Our approach to client relations ensures that we do one thing, and one thing only, advocate to the best of our abilities on behalf of our clients, and there are no other outside distractions such as trial dates, or advertising commitments. We believe that we have a lot to offer the City of Sparks from our prior experience in representing the City's interest in past sessions. We look forward to continuing those efforts, and would be honored to represent the City again.

Based on our proposal outlined in prior sections, we are proposing that this proposal run from July 1, 2014 to June 30, 2015 with the option for an extension. We would suggest the following fee structure for the City's consideration:

July 2014 - December 2014	\$2,750/month
January 2015 - June 2015	\$7,500/month

Therefore, the total proposed compensation package would be for \$61,500.00 annually. We would propose that following the conclusion of the 2015 legislative session; both sides re-evaluate the need for continued representation.

In addition, we are proposing an optional clause that applies to lobbying services during the legislative session. Specifically, we are proposing a contractual provision which both parties would need to agree upon involving proactively pushing legislation which is not immediately identified in the lead up to the legislative session. An example from last session would be SB 509, the room tax issue. This issue came to light after the session had begun and required additional resources and time on Carrara's behalf. Should both parties concur, then the in-session rate (January to June) would increase by an additional \$2,000 per month. However, to reiterate, in order for the additional fee to kick in, both the City Manager and Carrara Nevada would need to concur that the trigger threshold has been met.

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**Compensation Schedule:**

Carrara Nevada is flexible in tailoring our services and charges to meet the needs of our clients. Our contracted compensation is always geared to the specific requirements of our clients. Any pre-approved expenses directly related to the City will be first discussed with the company and will likewise be billed. Any mileage, in excess of 30 miles, will be billed at the federal reimbursement rate.

Services will be billed at the end of the month for work performed on behalf of the client, and either party with sufficient notice can terminate the contract.

**Independent Contractor:**

Carrara Nevada is an independent contractor, not an agent or employee of auction.com, and will comply with all applicable federal, state and local laws, rules and regulations, orders and decrees of any court or administrative body or tribunal in any matter affecting the performance of this assignment, including workers compensation, and federal tax law and regulations. Carrara Nevada will assume responsibility for any property damage or personal injury, which results from the acts of Carrara Nevada representatives.

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## **REFERENCES**

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