PROFESSIONAL SERVICES CONTRACT
FOR 260158-BM-B FINANCIAL CONSULTING SERVICES

THIS CONTRACT is being entered into, effective as of ________________________________, by and between the City of Las Vegas Redevelopment Agency (hereinafter the "RDA"), a political subdivision of the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and AAA MUNICIPAL SERVICES LLC, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 230 South Las Vegas Boulevard, Suite 201, Las Vegas, NV 89101.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	The Company shall provide comprehensive finance services supporting the RDA's capital financing needs, including the full range of municipal debt instruments and all phases of transaction planning, structuring, and execution. The Company shall deliver strategic advisory services to optimize the RDA's debt and capital management, ensure full compliance with all disclosure and reporting requirements, and maintain accurate, timely filings. Additionally, the Company shall assist in strengthening the RDA's financial governance by updating debt policies, developing best-practice financial guidelines, and reviewing all financing and legal documents for accuracy and compliance.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** August 1, 2026	**Expiration Date** Two (2) years from award date	**Option Periods** Two (2) two-year periods
Contract Type As defined in Section B-1	The contract type is a Non-Exclusive Contract		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$150,000	Annually	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work Exhibit B - Fees Exhibit C - Disclosures Attachment 1 - Certificate of Disclosure

(c)

RDA Project Manager Per Section D-4, (a)	**Name** Gayle Lloyd-Leakos	**Phone** (702) 229-6626	**Email** gleakos@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Andrew A. Artusa	**Phone** (702) 796-7080	**Email** andrew@aaamuni.com

(d)

RDA Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Andrew A. Artusa, Managing Director	**Address** 230 South Las Vegas Boulevard, Suite 201, Las Vegas, NV 89101	**Email** andrew@aaamuni.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The RDA may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The RDA shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the RDA to exercise further options.

(c) The RDA reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the RDA.

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the RDA.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the RDA under the terms of the Contract.

(e) *"Non-Exclusive Contract"* means a Contract under which the RDA agrees to obtain some, but not necessarily all, of the RDA's requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

Services will be provided in accordance with the Scope of Work attached as "Exhibit A".

C-2 Fees

The RDA will pay the Company in accordance with the pricing set forth in “Exhibit B”.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment Payment to the Company will be made only for the actual services performed and accepted by the RDA, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.

(b) Reimbursable Travel Expenses If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas, NV. Reimbursement is subject to certain limitations. The RDA will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $212 per day. This per diem rate will start concurrently with the first day of work performed on site at the RDA and end with the last day of scheduled on site work at the RDA. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the RDA’s Project Manager. The RDA will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies/pay-per-view in a hotel, or other non-business related costs. The RDA’s Project Manager must approve in writing any deviations to these procedures.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

(a) The Company will submit a timely detailed invoice to the RDA within sixty (60) days upon completion of the work. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;

(ii) the Purchase Order number;

(iii) the Contract Item against which charges are made; and

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the RDA as required herein, the RDA shall not have any obligation or liability to effect any payment for said late invoice. The RDA shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the RDA, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the RDA’s rights and remedies should the RDA find any errors or omissions in an invoice before or after said invoice is paid by the RDA.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas Redevelopment Agency
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

(c) The Company shall forward a copy of the invoice to the RDA’s Project Manager, identified in Section D-4, “Project Manager/Company Representative”, with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

(d) The RDA may subtract or offset from any unpaid invoice from the Company any claims, which the RDA may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the RDA shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the RDA by providing written notification to the RDA within ten (10) calendar days after receipt of the RDA's written notice. The RDA shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the RDA's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The RDA's designated Project Manager for this Contract is named in Section A-1 (c). The RDA will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the RDA regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the RDA's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the RDA should there be a subsequent Company Representative change. The RDA has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/22]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the RDA from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. <u>The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency</u>.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. <u>The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency, and shall be endorsed to include the RDA, its officers, and employees as additional insured</u>.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas Redevelopment Agency, and shall be endorsed to include the RDA, its officers, and employees as additional insured.

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $2,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the RDA.

(b) The Company must provide compliant certificates of insurance and required endorsements to the RDA or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the RDA's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the RDA or it's designated certificate tracking service if so requested.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal RDA routing purposes only the name of the appropriate RDA division/department. The Company and/or insurance carrier shall provide the RDA with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

(d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The RDA requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the RDA.

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the RDA.

(f) **Companies requesting increased deductibles or self-insured retentions must provide the RDA a written request stating the desired amounts along with recent audited financial statements for review. The RDA will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the RDA.**

(g) If the Company fails to carry the required insurance, the RDA may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(h) Any subcontractor or subconsultant approved by the RDA shall be required to procure, maintain, and submit proof of insurance to the RDA of the same insurance requirements as specified above, and as required in this paragraph.

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

(j) The Company is required to remedy all injuries to persons and damage or loss to any property of the RDA caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the

Company to perform the services in accordance with this Contract, the Company shall, at no cost to the RDA, re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE RDA:	City of Las Vegas Redevelopment Agency 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

(b) The parties shall provide written notification of any change in the information stated above.

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

RDA is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the RDA of its intent to proceed further with the claim or dispute and in response thereto, the RDA shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the RDA, the RDA shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the RDA as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of RDA provided personnel, data, or equipment, the Company shall notify the RDA immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the RDA will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-4 Termination for Convenience [CAO-08/22/2019]

The RDA shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the RDA to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RDA. In the event of such termination, the RDA agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The RDA's sole liability under this Section is for payment of costs for goods and services requested by the RDA and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at RDA's sole discretion. If the Event of

Default is incapable of remediation, or is not remedied as required herein, the RDA may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, “Termination for Default”, below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, “Event of Default”, the RDA may, by written notice to the Company pursuant to Section E-1, “Legal Notice”, terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the RDA may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the RDA, and the Company shall be liable to the RDA for any excess costs related thereto. If the RDA terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company’s obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the RDA may terminate the affected portion of the Contract pursuant to the terms of Section E-4, “Termination for Convenience”.

(d) The RDA retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the RDA fails to perform any of its obligations required under this Contract, and the RDA does not remedy the failure after notice thereof is provided to the RDA by the Company pursuant to the requirements of Section E-1, “Legal Notice” above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, “Disputes” of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that RDA is a governmental entity and the Contract’s validity is based upon the availability of public funding under its authority. The RDA reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the RDA, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the RDA, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The RDA shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The RDA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the RDA in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the RDA and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RDA to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RDA to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, “Insurance”, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the RDA, its elected officials, officers, employees, agents, and consultants (collectively herein the “RDA”) from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the RDA, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the RDA. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the RDA's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the RDA for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the RDA's tender of defense, then the RDA will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the RDA, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the RDA.

(c) It is expressly agreed that the Company shall defend the RDA at Company's expense, by legal counsel reasonably satisfactory to RDA, against the Liabilities and in the event that the Company fails to do so, the RDA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the RDA and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by RDA and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to RDA, promptly defend against any such claim or action unless directed otherwise by the RDA or its representative; provided that the RDA or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the RDA or its representatives.

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the RDA to be retained by the RDA for the period of time required herein.

(b) The RDA or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The RDA will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the RDA, or to an address designated by the RDA within Clark County. In lieu of such delivery, the Company may elect to reimburse the RDA for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the RDA are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the RDA, and to reimburse the RDA for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The RDA shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – RDA Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the RDA. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the RDA's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RDA is obtained. RDA shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the RDA's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the RDA, the Company shall promptly return to the RDA all confidential information supplied by the RDA, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the RDA's best interest.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RDA, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the RDA; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the RDA; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the RDA. In such event the RDA, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the RDA. This restriction does not apply to the use of the RDA's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The RDA logo shall not be used without the prior written consent of the RDA.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the RDA, are exclusively the property of the RDA. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the RDA, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the RDA. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the RDA at no charge in the format held by Company. On RDA request, the Company will delete all RDA data and will provide appropriate certification to the RDA to document the disposal. The Company shall promptly notify the RDA if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the RDA's data or other confidential information, and shall fully cooperate with the RDA in any legal action taken by the RDA to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The RDA is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the RDA harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the RDA has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, RDA may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the RDA with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the RDA. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to RDA's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the RDA harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the RDA arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the RDA that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the RDA. Company understands and agrees that they do not have the power or authority to bind RDA in any capacity. The RDA shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors.

Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the RDA. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the RDA Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the RDA in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (RDA Officials) [CAO-4/2020]

(a) An official of the RDA, who is authorized on behalf of the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RDA, who is authorized on behalf of the RDA to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RDA relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RDA may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the RDA, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify RDA in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The RDA is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The RDA’s Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the RDA shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the RDA to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the RDA's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Signature Date

Printed Name

Title

AAA MUNICIPAL SERVICES LLC

Signed by:
Andrew Artusa 6/30/2026 | 2:48 PM PDT
FA2D21ADAD104D8...
Signature Date

Andrew Artusa
Printed Name

Owner/Manager
Title

ATTEST:

Dr. LuAnn D. Holmes, MMC Date
Secretary

APPROVED AS TO FORM:

DocuSigned by:
James B. Lewis 6/30/2026 | 1:29 PM PDT
DD1EE26948C64F0...
Counsel to Agency Date

James B. Lewis
Printed Name

EXHIBIT A – SCOPE OF WORK

All services provided by the Company are to be performed only upon the specific direction of the RDA's Project Manager.

In conjunction with the potential issuance of an obligation, and in evaluating previously issued debt, the "Municipal Advisory Services" provided by the Company to the RDA shall include:

(a) Advising and assisting the RDA on the management of the RDA's debt through the evaluation of refunding and restructuring opportunities, tax-exempt versus taxable securities issuances, and other applicable financing vehicles, and post-issuance compliance areas.

(b) Reviewing and assisting in the development of new or alternative programs such as, but not limited to, short-term financing programs, commercial paper programs, securitizations, public-private partnerships, and in conjunction with bond and disclosure counsel, provide recommendations for legislative and other operational modifications and/or financings, as requested.

(c) Developing a financing plan analyzing alternatives based on the RDA's needs and the municipal market environment evaluating structuring and pricing options: long-term or short-term; callable or non-callable features; credit enhancement (obtain bids if necessary); level debt service versus front or back-loaded debt service; and the consideration of premiums; discounts; or par securities.

(d) Analyzing and recommending the method of sale, such as competitive, negotiated, or private placement, including the preparation and evaluation of a "Request for Proposal" as necessary, which generally attempts to aid in the RDA receiving the lowest possible borrowing cost and provide the greatest marketability of an issue.

(e) In conjunction with bond and disclosure counsel, developing a financing team and distributing a financing schedule which identifies the sale date (based on the release of key economic indicators or events, interest rate trends and the schedule of other issuances coming to the market) tasks, responsibilities, and dates for completing activities related to the securities issuance, including a distribution list which specifies the names, addresses, phone numbers, e-mail addresses, and function of the financing team working on the transaction.

(f) Obtaining expense estimates and preparing the preliminary cost of issuance worksheet for security sizing purposes.

(g) Preparing affordability models as applicable for issuances backed by specific revenues.

(h) In conjunction with the RDA and bond and disclosure counsel, assisting in the preparation, review, and publishing of documents necessary or appropriate to the authorization, issuance, sale, and delivery of the securities, such as the preliminary and final official statements, notice of sale, bond purchase agreements, liquidity facility agreements, investment and trust agreements, and verification reports.

(i) Attending (in person or by telephone, as requested) meetings related to debt offerings and participation in the deliberations at such meetings, including, but not limited to, City Council, Clark County Debt Management Commission, legislative or other committee meetings, due diligence, and rating and investor presentations.

(j) Developing and preparing, with the RDA and the finance team's assistance, a written presentation/booklet formulating a strategy for communicating the strength of the RDA's demographic, economic, financial, and management information, along with the characteristics of the specific securities issuance to be used for rating agency, investor, and other municipal market participants, including credit enhancement providers' presentations.

(k) Conducting pre-marketing of issues by communicating with the financial community through syndicate and underwriter relations explaining the timing, terms, and conditions of the sale to ensure the structure of the bid is acceptable and there is market interest in the issue. Provide a listing to the RDA which outlines Company's marketing outreach. The listing will include at a minimum: prospective bank name, bank's contact information (name, phone, and e-mail), date contacted, if the bank has approved the RDA's credit, and whether or not the bank intends to bid on the offering.

(l) Representing and advising the RDA in the negotiation of sale terms with underwriters as to the appropriateness of the financing terms offered on the day of sale based upon the credit quality of the RDA, its standing in the market, interest rate levels, and costs of issuance for similar credits (such as, but not limited to, interest rates, reoffering yields, call features, allocation of bonds and underwriter's compensation). Such representation and advice shall also include:

(i) participating in all pricing discussions;

(ii) arranging for a post-sale analysis pricing book that includes a memorandum summarizing the sale, an opinion on market conditions before the sale and on the day of the sale, a comparison with other similar issues, a statement reflecting the Company's opinion as to the fairness or reasonableness of the timing of the sale, the gross underwriting spread, the pricing of the securities, and other information pertaining to the sale, and performing such other services as are determined to be advisable by the RDA to structure, sell, or market the securities.

(m) Attending the competitive or negotiated sale of securities which includes:

(i) Overseeing the sale and bid opening;

(ii) checking each bid for compliance with the notice of sale;

(iii) performing an independent review of the accuracy of the TIC calculation;

(iv) recommending award (competitive sale);

(v) reviewing the results of the sale; and

(vi) preparing a post-sale analysis pricing book that includes a memorandum summarizing the sale, an opinion on market conditions before the sale and on the day of the sale, a comparison with other similar issues, and other information pertaining to the sale.

(n) Providing advice on the investment of bond proceeds (if appropriate) and in a refunding, sizing the escrow to be bid and if applicable, purchasing SLGS subscriptions and/or open market securities.

(o) Attending the securities closing and assisting with the preparation and review of closing documents which includes:

(i) finalizing, printing, and delivering the final official statement in compliance with the SEC rule; and

(ii) preparing and disseminating the closing memorandum detailing the transfer of funds between the underwriter and the government accounts on the date of closing.

"Municipal Advisory Services" shall also include ongoing municipal advisory services to the RDA, including:

(a) Maintaining a database of the RDA's CUSIPs for annual disclosure reporting.

(b) Periodically reviewing financial issues with the rating agencies as it relates to the RDA, including arranging support calls and meetings, relating to specific debt issues, and updates.

(c) Proposing and/or evaluating financial proposals received by the RDA's Finance Department, including, but not limited to, leasebacks, refunds, securitizations and alternate forms of tax-exempt and taxable debt structures.

(d) As requested, reviewing, drafting, preparing, and/or providing testimony on the debt capacity, debt affordability, and rating issues raised by prospective purchasers, agencies, or public officials as it relates to the RDA.

(e) Assisting the RDA with the preparation of RFP's and evaluation of proposals for the procurement of services such as credit enhancements, reinvestments of proceeds, investment banking services, paying agent, trustee, and escrow services, underwriter, and bond and disclosure counsel services.

As part of the "Municipal Advisory Services", Company shall use reasonable efforts to keep the RDA apprised of and provide advice regarding the development and implementation of new and existing financing techniques, programs, and statutory and regulatory changes imposed by Congress, the US Treasury and other regulatory agencies, including, but not limited to, IRS rules and regulations.

Municipal Advisory Services shall include other tasks or services ancillary, necessary, customary, or incidental to the sale of the issuance of debt and financing of capital projects.

EXHIBIT B – FEES

The Company shall be compensated for its Municipal Advisory Services with a basic fee for each **$100.00** of bonds delivered computed in accordance with the schedule below, except that the minimum basic fee for any issue requiring the preparation and distribution of an official statement shall be **$25,000.00**.

Bond Issuance Fees:

		Fee
Amount of Issue	to **$5,000,000**	**$0.50** per **$100**
Additional Securities from	**$5,000,001** to **$15,000,000**	**$0.20** per **$100**
Additional Securities from	**$15,000,001** to **$30,000,000**	**$0.10** per **$100**
Additional Securities from	**$30,000,001** to **$60,000,000**	**$0.05** per **$100**
Additional Securities more than	**$60,000,001**	**$0.02** per **$100**

i. For purposes of computing the debt issue fee, securities which are issued for the same general purpose, and are issued on the same day and using the same official statement, will be cumulated and considered as one series of securities even though the issuance is sub-divided (e.g., Series A, B and/or C). Payment of the fees is contingent upon the successful delivery of the securities. The Company will be paid for reimbursable expenses associated with the successful delivery of the securities.

ii. For services rendered in connection with securities issued under the provisions of the Nevada Revised Statutes governing economic development revenue bonds (NRS 268.512 through 268.568), the legal entity for which the securities are issued shall be responsible for payment of all fees. Any agreement between the RDA and that legal entity will contain a stipulation of the entity's responsibility for payment to the Company.

iii. The RDA incurs no liability for payment of any fees, unless the issuance proceeds to completion, even if the Company has expended effort on the project. The Company may not invoice, as Municipal Advisory Services, any hours expended on such projects.

Hourly Fee Schedule for Projects Not Directly Related to a Bond Issuance:

Managing Director	**$350.00** per hour
Senior Analyst	**$250.00** per hour
Analyst	**$175.00** per hour

Reimbursable Costs:

Out-of-pocket costs to be reimbursed for, including but not limited to, the cost of printing/mailing/electronic distribution of official statements, overnight mail charges, other printing costs, third party consultants (i.e. CPA Verification), long distance telephone/conference calls and travel as detailed in Section D-1 (b) of the Contract.

Debt Management Policy and Secondary Market Disclosure Services:

The Company shall be compensated for its debt management policy and secondary market disclosure services in accordance with the schedules below. The Company's debt management policy and secondary market disclosure services are non-municipal advisory services because they are administrative in nature and the Company does not provide any materiality analysis.

<u>Debt Management Policy Preparation Fees:</u>

Annual Update of Existing Policy **$3,500.00**

Assisting the RDA with annual drafting, reviewing, and submission of the RDA's debt management policy as required by NRS 350.013 section 1 (c) which will include a discussion of:

(a) ability to afford existing, authorized, and/or proposed future general obligation debt;

(b) capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit;

(c) general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this State;

(d) general obligation debt that is payable from property taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality;

(e) policy regarding the manner in which the municipality expects to sell its debt;

(f) sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt; and;

(g) operational costs and revenue sources associated with each project included in the Capital Improvement Plan [as submitted in accordance with NRS 350.013 subsection 1(d)], if those costs and revenues are expected to affect the property tax rate.

<u>Secondary Market Disclosure Fees:</u>

Minimum base fee per security and/or repayment source (e.g., G.O., G.O. Revenue by security type; G.O. Medium Term, Revenue i.e. CTAX, Utilities, Assessment District): **$2,000.00**
Minimum fee for each additional issue (with same security type and repayment source): **$500.00**

Material event notices will be prepared, as needed, for no additional charge.

Fees are subject to annual adjustments as existing bonds are repaid and new bonds are issued. This annual fee excludes the preparation and distribution of Semi-Annual Reports issued in connection with the disclosure requirements of the 2016 Sales Tax Increment Revenue Bonds which will be billed at **$1,000** per report.

Assisting the RDA with secondary market disclosures, including:

(a) Making initial disclosure decisions. As part of those decisions, Company will maintain records of the Continuing Disclosure Certificates executed by RDA with the goal of achieving complete Annual Reports.

(b) Providing annual reports. Company will prepare required Annual Reports containing the financial information and operating data that the RDA has covenanted to provide in its bond documents.

(c) Disclosing "Material Events". Company will prepare "Material Event Notices", as needed, as part of its services, at no charge.

(d) Distributing both Annual Reports and/or Material Event Notices. After the preparation of the Annual Report or a Material Event Notice, Company will package and forward it to all appropriate persons. The annual financial information and material event notices will be distributed by Company to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format filed exclusively through its Electronic Municipal Market Access ("EMMA") system, as required by the SEC.

(e) Maintaining Continuing Disclosure Files. Company will maintain a complete electronic and paper record of RDA's continuing disclosure activity including a detailed record of Annual Reports, Material Event Notices and any other information sent to the MSRB.

EXHIBIT C – DISCLOSURES

Fiduciary Duty

The Company is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, the Company has a Fiduciary duty to the RDA, and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

(a) exercise due care in performing its municipal advisory activities;

(b) possess the degree of knowledge and expertise needed to provide the RDA with informed advice;

(c) make a reasonable inquiry as to the facts that are relevant to the RDA's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the RDA; and

(d) undertake a reasonable investigation to determine that the Company is not forming any recommendation on materially inaccurate or incomplete information; The Company must have a reasonable basis for:

  i. any advice provided to or on behalf of the RDA;

  ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the RDA, any other party involved in the municipal securities transaction or municipal financial product, or investors in the RDA securities; and

  iii. any information provided to the RDA, or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

The Company must deal honestly and with the utmost good faith with the RDA and act in the RDA's best interests without regard to the financial or other interests of the Company. The Company will eliminate or provide full and fair disclosure (included herein) to the RDA about each material conflict of interest (as applicable). The Company will not engage in municipal advisory activities with the RDA as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the RDA's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of the Company and its associated persons. As of the date of the Agreement, there are no actual or potential material conflicts of interest that AAA Muni is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If the Company becomes aware of any material potential conflict of interest that arise after this disclosure, The Company will disclose the detailed information in writing to the RDA in a timely manner.

The following are potential conflicts of interest to be considered:

(a) The Company represents that in connection with the issuance of municipal securities, The Company may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, the Company hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding the Company's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for the Company to recommend unnecessary financings or financings that are disadvantageous to the RDA, or to advise the RDA to increase the size of the issue. This potential conflict of interest will not impair The Company's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the RDA.

(b) The Company's fees under this agreement may be based on hourly fees of the Company personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for the Company to recommend alternatives that would result in more hours worked. This conflict of interest will not impair the Company's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the RDA.

(c) The Company's fees under this agreement, may be a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the RDA and the Company of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by The Company. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Company may suffer a loss. Thus, AAA Muni may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair the Company's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the RDA.

(d) The fee paid to the Company increases the cost of investment to the RDA. The increased cost occurs from compensating the Company for municipal advisory services provided.

(e) The Company serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another the Company client. For example, the Company serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the RDA. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, the Company could potentially face a conflict of interest arising from these competing client interests. The Company fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the RDA.

(f) The Company does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by AAA Muni;

(g) The Company has not made any payments directly or indirectly to obtain or retain the RDA's municipal advisory business;

(h) The Company has not received any payments from third parties to enlist the Company recommendation to the RDA of its services, any municipal securities transaction or any municipal finance product;

(i) The Company has not engaged in any fee-splitting arrangements involving the Company and any provider of investments or services to the RDA;

(j) The Company does not have any legal or disciplinary event that is material to the RDA's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

(k) The Company does not act as principal in any of the transaction(s) related to this Agreement.

(l) Andrew Artusa, a Municipal Advisor Representative for the Company previously worked at Zions Public Finance, Inc. ("ZPF"), part of Zions Bancorporation ("Zions"), a nationally-chartered banking organization, as a Municipal Advisor Representative. ZPF has many affiliated businesses that have provided, or desire to provide services to governmental entities, including the RDA. At some point, Zions may provide bond underwriting, corporate trust services, banking for clients with which Andrew Artusa previously provided Municipal Advisory services.

<u>Independent Registered Municipal Advisor ("IRMA")</u>

If acting in the capacity of an IRMA with regard to the IRMA exemption of the SEC Rule, The Company will review all third-party recommendations submitted to the Company in writing by the RDA.

Legal Events and Disciplinary History

The Company does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The RDA may electronically access The Company's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. As of the date of this letter, there have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If the Company makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the RDA and is within the scope of the engagement, The Company will determine, based on the information obtained through reasonable diligence of the Company whether a municipal securities transaction or municipal financial product is suitable for the RDA. In addition, the Company will inform the RDA of:

(a) the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

(b) the basis upon which the Company reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the RDA; and

(c) whether the Company has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the RDA's objectives. If the RDA elect a course of action that is independent of or contrary to the advice provided by AAA Muni, the Company is not required on that basis to disengage from the RDA.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

(a) The Company is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Our SEC ID Number is 867-02778; our MSRB ID Number is K1355.

(b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the RDA may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Record Retention

Pursuant to the Securities and Exchange Commission ("SEC") record retention regulations, The Company is required to maintain in writing all communication and created documents between the Company and the RDA for 5 years.

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"RDA" means the City of Las Vegas Redevelopment Agency.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas and/or the City of Las Vegas Redevelopment Agency.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City, the RDA and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City and the RDA in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City and the RDA of any material change may result, at the option of the City and the RDA, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: AAA MUNICIPAL SERVICES LLC	
Address: 230 South Las Vegas Boulevard, Suite 201	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: (702) 796-7080	**EIN or DUNS :** 39-5028636
Block 2: Description / Subject Matter of Contract	
Services for: Financial Consulting Services	**Project Number:** 260158-BM

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Andrew Artusa/Owner/Manager	230 S Las Vegas Blvd, Suite 201 Las Vegas, NV 89101	702-569-1555
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and /Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets:

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________________

Date of Attached Document: ______________ Number of Pages:

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

DARLINE SALAZAR
NOTARY PUBLIC
STATE OF NEVADA
My Appt. Expires: 07-20-27
Appt. No: 23-3081-01

Signature

June 1, 2026
Date

Subscribed and sworn to before me this 1 day of June, 20 26

Notary Signature