



RESOLUTION No. 23-075

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND KNN PUBLIC FINANCE, LLC TO SERVE AS THE COUNTY'S MUNICIPAL ADVISOR IN CONNECTION WITH THE ISSUANCE OF DEBT OBLIGATIONS FOR THE CAPITAL CONSTRUCTION IMPROVEMENT PROJECT ("PROJECT") AT THE EXISTING MCCOURTNEY ROAD TRANSFER STATION IN NEVADA COUNTY, TO REVISE EXHIBIT A AND EXHIBIT B TO REFLECT CHANGES TO THE PROJECT FINANCING PLAN

WHEREAS, on December 6, 2022, the Nevada County Board of Supervisors adopted Resolution No. 22-593 approving a Professional Services Contract ("Contract") between the County of Nevada and KNN Public Finance, LLC ("KNN") pertaining to serving as the County's Municipal Advisor in securing private funding for the capital construction improvement Project at the McCourtney Road Transfer Station, in the amount not to exceed \$76,500.00, for the contract term of October 12, 2022 through February 28, 2023; and

WHEREAS, the Contract contained language in Exhibit A and Exhibit B that assumed a tax-exempt direct purchase method of financing the Project, and tied payment for services rendered to said financing; and

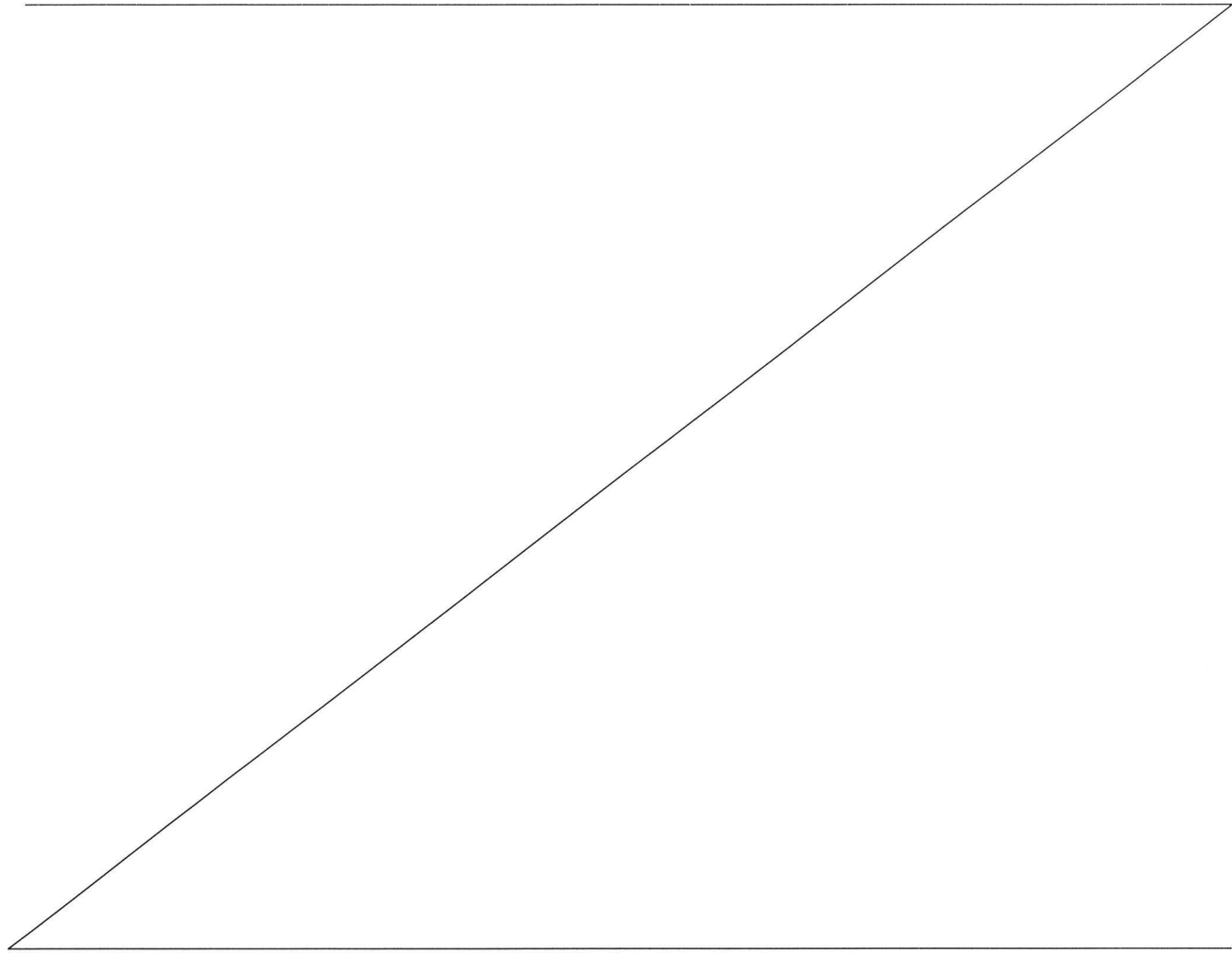
WHEREAS, due to Project construction bid amounts being lower than expected, the Project is no longer expected to require outside financing; and

WHEREAS, KNN performed a majority of work under the prior agreement on the assumption that direct purchase financing would be required, up to the point in time when bids were opened, and the County determined that external financing would not be required; and

WHEREAS, the parties desire to amend their agreement to revise Exhibit A and Exhibit B to allow payment to KNN for work performed in good faith toward the successful completion of financing and in alignment with the Contract; and

WHEREAS, in all other respects the prior agreement of the parties shall remain in full force and effect.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to that contract by and between the County of Nevada and KNN Public Finance, LLC with a contract term of October 12, 2022 through February 28, 2023 in the maximum amount of \$76,500, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 7th day of February, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

2/7/2023 cc: CEO*
AC* (Hold)

2/17/2023 cc: CEO*
AC* (Release)
KNN*

AMENDMENT TO CONTRACT WITH KNN PUBLIC FINANCE, LLC

THIS AMENDMENT is executed this 7th day of February, 2023 by and between KNN PUBLIC FINANCE, LLC and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled "Financial Advisory and Transaction Services for MRTS Finance Funding" executed on December 28, 2022 by Resolution No. 22-593.

WHEREAS, the prior agreement contained language in Exhibit A and Exhibit B that assumed a tax-exempt direct purchase method of financing the McCourtney Road Transer Station Improvement Project ("Project"), and tied payment for services rendered to said financing; and

WHEREAS, due to Project construction bid amounts being lower than expected, the Project is no longer expected to require outside financing; and

WHEREAS, KNN PUBLIC FINANCE, LLC performed a majority of work under the prior agreement on the assumption that direct purchase financing would be required, up to the point in time when bids were opened and the COUNTY OF NEVADA determined that external financing would not be required; and

WHEREAS, the parties desire to amend their agreement to provide payment to KNN PUBLIC FINANCE, LLC for work performed in good faith toward the successful completion of financing.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of January 20, 2023.
2. That the Scope of Services, Exhibit "A" shall be replaced with the attached.
3. That the Schedule of Charges and Payments, Exhibit "B" shall be replaced with the attached.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

KLElliott
By: KLElliott (Feb 16, 2023 10:39 PST)

COUNTY OF NEVADA

Ed Scofield
By: Ed Scofield (Feb 14, 2023 15:36 PST)
Honorable Edward C. Scofield
Chair, of the Board of Supervisors

ATTEST:

Julie Patterson Hunter
By: Julie Patterson Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

David Leifer
By: David Leifer (Feb 8, 2023 16:50 PST)

EXHIBIT A

Scope of Services for 2023 Bonds

Contractor shall provide the following transaction services related to the financing of the McCourtney Road Transfer Station (MRTS) Project. Such services may include, but are not necessarily limited to:

- Assist County in selection of financing team members, and negotiation of professional fees, as necessary.
- Create and manage the Financing Schedule and Distribution List.
- Draft lender term sheet solicitation document.
- Conduct lender solicitation, including outreach to potential lenders and summary of responses.
- Prepare debt service analysis under alternative market, term and structure scenarios.
- Develop plan of finance and prepare DBC debt service schedules, including alternative debt service structures.
- Negotiate key terms and provisions with selected lender and lender's counsel.
- Assist in review of all financing and legal documents.
- Assist in the determination of key parameters and good faith estimates for County Board of Supervisors Resolution.
- Present financing to County Board of Supervisors, if requested.
- Coordinate closing activities, including drafting Closing Wiring Instructions Memorandum.
- Prepare a post-sale closing memorandum.

The Contractor will work with County staff to summarize the key credit features of the parcel tax repayment source and take the lead in preparing the lender request for proposals. The team will run the process of soliciting bids from potential direct purchase lenders, not requiring the County to hire a placement agent for this role. The Contractor will negotiate key business terms and conditions with the lender on behalf of the County. The Contractor will work with the County and Bond Counsel through any additional tax or private use issues concerning the use of proceeds. The Contractor recognizes the County's desire to complete this financing by February 2023 and will dedicate the firm resources necessary to meet this goal.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor unless otherwise approved by the County in writing.

The total of all payments made under this Contract shall not exceed the amount of \$76,500 as shown in Section 2 of this Contract. Compensation for any portion of the Scope of Work completed is not contingent upon the successful completion of the financing.

Payment Schedule

	Scope of Service Item	Percentage of Scope	Item Value
1	Assist County in selection of financing team members, and negotiation of professional fees, as necessary	5%	\$3,750
2	Create and manage the Financing Schedule and Distribution List	5%	\$3,750
3	Draft lender term sheet solicitation document	10%	\$7,500
4	Conduct lender solicitation, including outreach to potential lenders and summary of responses	20%	\$15,000
5	Prepare debt service analysis under alternative market, term and structure scenarios	10%	\$7,500
6	Develop plan of finance and prepare DBC debt service schedules, including alternative debt service structures	15%	\$11,250
7	Negotiate key terms and provisions with selected lender and lender's counsel	10%	\$7,500
8	Assist in review of all financing and legal documents	15%	\$11,250
9	Assist in the determination of key parameters and good faith estimates for County Board of Supervisors Resolution	1%	\$750
10	Present financing to County Board of Supervisors, if requested	2%	\$1,500
11	Coordinate closing activities, including drafting Closing Wiring Instructions Memorandum	5%	\$3,750
12	Prepare a post-sale closing memorandum	2%	\$1,500
	SUBTOTAL	100%	\$75,000
	Reimbursement for actual expenses incurred		\$1,500
	TOTAL		\$76,500

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County Executive Office
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Martin Polt
Email: martin.polt@nevadacountyca.gov
Phone: 530-265-7040

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.