LIQUIDITY SERVICES AND RELATED CUSTODIAL SERVICES AGREEMENT dated as of the date set forth below, by and between THE BANK OF NEW YORK MELLON ("**BNYM**"), and the entity set forth below ("**Client**").

Client and BNYM agree as follows:

1. Appointment of BNYM. BNYM is authorized and directed to, and shall, open and maintain one or more custody accounts (collectively, the "**Account**") in Client's name, or with BNYM's approval (which may be withheld in BNYM's sole discretion), in the name(s) of third parties. BNYM will accept for safekeeping and for credit to the Account, in accordance with the terms hereof, cash ("**Cash**"), shares of money market mutual funds, including money market mutual funds for which BNYM or any of its affiliates is investment adviser or performs or provides other services and/or receives separate compensation, specified in a written authorization and direction from Client ("**Mutual Fund Authorization and Direction**") in the form of **Exhibit A** annexed hereto (as such Exhibit may be amended from time to time) (collectively, "**Mutual Funds**"), and any other securities or investments selected by Client that are acceptable to BNYM or its affiliates ("**Securities**"), and all interest, dividends, payments and other distributions thereon (collectively, "**Distributions**"), which shall from time to time be received by BNYM for deposit in the Account (Cash, Mutual Funds, Securities and Distributions are collectively referred to herein as "**Property**").

All transactions will be subject to all applicable laws, rules, regulations, interpretations, rulings, directives, customs, practices and usages of the exchange or market and its clearing house, if any, where executed by BNYM, its affiliates or agents, and all applicable laws, rules, regulations, interpretations, rulings, and directives of any governmental or regulatory authority, including without limitation any banking, securities, anti-money laundering, terrorist financing and suspicious activities laws as amended from time to time (collectively, "**Applicable Laws**").

2. Selection of Property. (a) Client shall be solely responsible for the selection of Property from time to time held in the Account. Client acknowledges that BNYM is not, and will not be, giving investment advice or recommendations with respect to Client's decision to purchase or otherwise hold Property in the Account. No communication (written or oral) received from BNYM shall be deemed to be an assurance or guarantee as to the expected results of any transaction.

(b) BNYM is authorized to, and shall, in accordance with Instructions from Client, (i) purchase or acquire shares of Mutual Funds designated by Client on Exhibit A through a distributor or otherwise, (ii) invest cash balances in the Account in Mutual Funds designated on Exhibit A, (iii) redeem shares of Mutual Funds through a distributor or otherwise, (v) withdraw funds from deposit accounts, (iv) settle purchases and sales of Securities, and (v) exchange, transfer or otherwise dispose of any Property in the Account. Payment for the purchase of shares of Mutual Funds and Securities may be made by debiting the Account.

(c) If there is insufficient Cash in the Account at the time of the settlement of a transaction to pay the purchase price of Property being acquired by Client, and BNYM has advanced funds pursuant to the provisions of paragraph 7 herein, BNYM is authorized to redeem or sell a sufficient amount of shares of Mutual Funds in the Account or withdraw funds from bank deposit accounts as BNYM, in its sole discretion, may determine (unless BNYM shall have received written Instructions from Client regarding payment and payment therefor). In no event shall BNYM be required to advance its own funds in connection with any such purchase or acquisition.

3. Safekeeping. BNYM is authorized to receive all Property delivered to BNYM from time to time for deposit in the Account and shall arrange for the safekeeping of such Property, either at its own facilities or at a subcustodian selected by BNYM, or a securities depository or clearing agency (collectively, "**Subcustodians**"). Property may be registered in the name of a nominee maintained by BNYM, or any Subcustodian. BNYM is authorized to endorse Property and to make, execute, acknowledge and deliver any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or proper to effectuate the powers and authority granted herein.

4. Foreign Exchange Transactions. BNYM, is authorized to, and shall, in accordance with instructions from Customer, enter into spot or forward foreign exchange contracts ("**FX Transaction**") as principal with Client or through BNYM's subsidiaries or affiliates or through Subcustodians. Such contracts may be entered into with BNYM or any affiliate or subsidiary acting as principal or otherwise through customary banking channels and any such counterparties may retain any profits from the FX Transactions. Written instructions, including standing instructions, may be issued with respect to such contracts, but BNYM may establish rules or limitations concerning any foreign exchange facility made available to Client. In all cases where BNYM, its subsidiaries or affiliates or Subcustodians enter into foreign exchange contracts or FX Transactions relating to the Account, the terms and conditions of such foreign exchange contracts shall apply to the FX Transactions. Neither BNYM nor any Subcustodian shall be liable for any fluctuations or changes in foreign exchange rates, which shall be at Client's sole risk and liability.

5. Proxy Voting and Discretionary Corporate Actions. (a) With respect to all Securities, however registered, the voting rights are to be exercised by Client or its designee and BNYM's only duty shall be to mail to Client any documents (including proxy statements, annual reports and signed proxies) relating to the exercise of such voting rights. BNYM shall have no obligations with respect to voting.

(b) (i) Whenever Securities (including, but not limited to, warrants, options, conversions, subscriptions, takeovers, other forms of capital reorganizations, redemptions, tenders, options to tender or non-mandatory puts or calls) confer optional rights on Client or provide for discretionary action or alternative courses of action by Client, Client shall be responsible for making any decisions relating thereto and for instructing BNYM (or BNYM's affiliate(s))(collectively, BNYM and its affiliates are referred to as "BNYM" for purposes of this paragraph 5(b)) to act. In order for BNYM to act, it must receive Client's written Instructions at BNYM's offices, addressed as BNYM may from time to time request, by the deadline specified by BNYM, in its sole discretion, from time to time. If BNYM does not receive such written Instructions prior to its specified deadlines, BNYM shall not be liable for failure to take any action relating to or to exercise any rights conferred by Securities.

(ii) BNYM shall endeavor to notify Client of such rights or discretionary actions or of the date or dates by when such rights must be exercised or such action must be taken provided that BNYM has received, with respect to Securities issued in the U.S. and the United Kingdom, from the issuer, or, with respect to Securities issued in the U.S., United Kingdom and in any other country, from one of the nationally or internationally recognized bond or corporate action services to which BNYM subscribes, timely notice of such rights or discretionary corporate action or of the date or dates such rights must be exercised or such action must be taken. If BNYM shall not actually receive such notice, BNYM shall have no liability for failing to so notify Client.

6. Placing and Negotiating Mutual Fund Orders. On the instruction of Client, BNYM, as Client's agent, is authorized to place or negotiate orders to buy, redeem or sell shares of Mutual Funds. Such orders may be placed or negotiated through subsidiaries or affiliates of BNYM or through Subcustodians, any of which may receive compensation for such services at rates then in effect. BNYM and any of its subsidiaries or affiliates or any Subcustodian, acting as principal, may redeem or sell such shares of Mutual Funds to, or buy such shares of Mutual Funds from, Client, Client may send one wire each day per Account; additional wires may be processed at an additional cost. Subject to the terms of this Agreement: when Client requests that Cash be transferred from the Account by wire transfer or otherwise, BNYM, and any its subsidiaries, affiliates or Subcustodians, will transfer Cash in an amount not exceeding Client's available cash balance in the Account. BNYM may accept trades until the Liquidity Services program cutoff time, which is generally 30 to 60 minutes before the closing time for the designated Mutual Fund; and all trades placed through Liquidity Services are settled on a same-day basis. Subject to the terms and conditions of the Prospectus for each Mutual Fund and the terms and conditions of this Agreement, the Liquidity Services program is available on all business days except bank holidays and days on which the Mutual Funds designated by Client are closed. If there is any inconsistency between the provisions regarding availability contained in the Prospectus for any particular Mutual Fund and the provisions of this Agreement, the provisions of the Prospectus apply. Client will promptly notify BNYM of any transaction Client believes to be in error.

7. Temporary Advancement of Funds. From time to time BNYM may elect, but shall not be obligated, to (i) credit the Account with proceeds from sales and redemptions of shares of Property in anticipation of receiving such payments and (ii) purchase shares of Property in anticipation of receipt of payment from Client. The risk of non-receipt of payment shall be Client's and BNYM shall have no liability therefor. All such credits to the Account of anticipated proceeds of sales and redemptions of, and anticipated Cash Distributions from, Property shall be conditional upon receipt by BNYM of final payment and may be reversed to the extent final payment is not received. Subject to the provisions of paragraph 2(c) hereof, if BNYM in its discretion advances funds to Client or elects to permit Client to use funds credited to the Account in anticipation of final payment, Client shall, immediately upon demand, reimburse BNYM for such amounts plus any interest thereon at the rate disclosed on BNYM's website and any other overdraft fees, and to secure such obligations, Client grants a lien on and a continuing security interest in and pledges to BNYM the Property in the Account and any funds so credited, and BNYM shall have the right to set off the amount of such obligations against such Property and other funds. In addition to such right of set off, BNYM shall have all other rights and remedies allowed by law, including without limitation, the rights and remedies of a secured party under Applicable Law. Such lien and security interest shall be superior to any and all other liens, security interests and claims and shall not be subject to any right of setoff, counterclaim or lien or security interest of equal status. Any election(s) by BNYM shall in no way suggest that any such election shall be made at any time in the future.

8. Reports; Statement of Account; Electronic Services. (a) BNYM provides a monthly Account Statement that includes a Summary of Property held in the Account which Client must examine promptly. Unless Client files with BNYM a written exception or objection within forty-five (45) days after the date of such statement, Client shall be conclusively deemed to have waived any such exception or objection or claim based thereon.

(b) Electronic Services. BNYM may provide Client with certain electronic services as ("**Electronic Services**"). Client's use of such Electronic Services shall be bound by the Terms and Conditions for use of such Electronic Services as contained on the Liquidity Services website. BNYM may terminate Electronic Services at any time in its sole discretion.

9. Issuer Information; Voting. With respect to Securities issued in the U.S., the Shareholders Communications Act of 1985 (the "**Act**") requires BNYM to disclose to issuers, upon the issuers' request, the name, address and securities position of our Clients who are the "beneficial owners" (as defined in the Act) of the issuer's Securities, if the beneficial owner does not object to such disclosure. The Act also requires BNYM to disclose to issuers, upon the issuers' request, the name and address of our Clients who are acting as a "respondent bank" (as defined in the Act) with respect to the Securities. (Under the Act, "respondent banks" do not have the option of objecting to such disclosure upon the issuers' request.) The Act defines a "beneficial owner" as any person who has, or shares, the power to vote a security (pursuant to an agreement or otherwise), or who directs the voting of a security. The Act defines a "respondent bank" as any bank, association or other entity that exercises fiduciary powers which holds securities on behalf of beneficial owners and deposits such securities for safekeeping with a bank, such as BNYM. Under the Act, you are either the "beneficial owner" or a "respondent bank."

[X] I am the "beneficial owner," as defined in the Act, of the Securities to be held by BNYM.
[ ] I am not the beneficial owner of the Securities to be held by BNYM, but I am acting as a "respondent bank," as defined in the Act, with respect to the Securities to be held by BNYM.

IF NO BOX IS CHECKED, BNYM SHALL ASSUME YOU ARE THE BENEFICIAL OWNER OF THE SECURITIES.

For beneficial owners of the Securities only:

[ ] I object
[X] I do not object

to the disclosure of my name, address and securities position to an issuer who requests such information pursuant to the Act for the specific purpose of direct communications between such issuer and Client.

IF NO BOX IS CHECKED, BNYM SHALL RELEASE SUCH INFORMATION UNTIL IT RECEIVES A CONTRARY INSTRUCTION FROM CLIENT.

With respect to Securities issued outside of the U.S., information shall be released to issuers only if required by law or regulation of the particular country in which Property is located.

10. Compensation, Fees, Expenses and Taxes. (a) Client acknowledges that BNYM performs certain administrative and shareholder support services for, and is compensated by, each Mutual Fund as specified in the Mutual Fund Authorization and Direction for such Mutual Fund. In consideration of, and as compensation for, the services to be rendered pursuant to this Agreement, Client authorizes BNYM and its subsidiaries, affiliates and Subcustodians to receive compensation from the Mutual Funds held in the Account in accordance with each Mutual Fund Authorization and Direction for each such Mutual Fund.

(b) In addition, Client shall be responsible for and shall reimburse BNYM for all costs, expenses, and fees incurred by BNYM in connection with this Agreement, including (without limiting the generality of the foregoing) all brokerage fees (including fees of affiliates), overdraft charges, costs, advances, and transfer taxes incurred in connection with the investment and reinvestment of Property, and all income taxes or other taxes of any kind whatsoever which may be levied or assessed under existing or future laws upon or in respect to the Property, and all other expenses related to the administration of the Account incurred by BNYM or its agents in the performance of its duties hereunder. Client shall be responsible for completing and forwarding to BNYM applicable tax documentation upon the opening of the Account, and for maintaining updated documentation with BNYM.

11. Notices and Instructions. (a) All notices, instructions or other communications (collectively, **"Instructions"**) with respect to this Agreement may be given either orally (unless otherwise required in writing herein) or in writing (including facsimile or other electronic means) and shall be delivered to the address (post office, telephone, facsimile or other electronic address) set forth on **Exhibit C** annexed hereto which address may be changed upon thirty (30) days' prior written notice to the other party. The Mutual Fund investment options available through Liquidity Services are limited to those funds for which written direction exists as specified in **Exhibit A**. Wire/drawdown instructions are

standing: they remain unchanged unless BNYM receives new written instructions. If Client elects to transmit Instructions through an on-line communications system offered by BNYM, Client's use thereof shall be subject to the Terms and Conditions as contained on the Liquidity Services website. If BNYM receives Instructions which appear on their face to have been transmitted by an authorized person of Client via (i) computer facsimile, email, the Internet or other insecure electronic method, or (ii) secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, Client understands and agrees that BNYM cannot determine the identity of the actual sender of such Instructions and that BNYM shall conclusively presume that such Instructions have been sent by an authorized person, and Client shall be responsible for ensuring that only authorized persons transmit such Instructions to BNYM. If Client elects (with BNYM's prior consent) to transmit instructions through an on-line communications service owned or operated by a third party, Client agrees that BNYM shall not be responsible or liable for the reliability or availability of any such service.

(b) Client shall furnish BNYM with a certificate indicating those persons who are authorized to give BNYM Instructions hereunder and with specimen signatures of such persons. Each authorized signer as specified in this agreement will receive one secure ID card. Lost cards are replaced by BNYM at the Client's expense. BNYM is authorized to rely upon and comply with any Instructions reasonably believed by BNYM to have been given by Client in connection with the Account. BNYM's understanding of any oral Instruction shall be deemed controlling, notwithstanding any difference between such understanding and any subsequent document or written communication. BNYM is further authorized to rely upon and comply with any Instructions reasonably believed by BNYM to have been given by Client in connection with the Account and received through one or more of BNYM's electronic banking products (including by way of example and not by way of limitation, a web site, CA$H Register®, The Bank of New York Office Manager™ and LASER®). If Client chooses to send Instructions by facsimile transmission, BNYM shall incur no liability for relying upon and complying with such facsimile Instructions.

12. Limitation of Liability; Indemnification; Default. (a) BNYM shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or non-performance of its duties hereunder in the absence of fraud, gross negligence, recklessness or willful default misconduct on its part or on the part of a nominee company controlled by BNYM or its affiliated entity after such is finally adjudicated in court and the time for appeal has expired or for loss or injury incurred by Client from the investment in any Mutual Fund. In no event shall BNYM be liable (i) for acting in accordance with or relying upon Instructions from Client (except to the extent BNYM's conduct in complying with such Instructions constitutes fraud, gross negligence, recklessness or willful default misconduct after such is finally adjudicated in court and the time for appeal has expired), (ii) for investment decisions made by Client (iii) for special, consequential or punitive damages, (iv) for holding Property in any particular country, (v) for any loss or injury resulting from nationalization, government restrictions, exchange, regulatory or market rulings, suspension of trading, expropriation or other governmental actions, regulation of the banking or securities industry, currency controls or restrictions, suspension of redemptions, market rulings, devaluations or fluctuations, or market conditions which prevent the orderly execution of securities transactions or affect the value of Property, including without limitation extreme market volatility or trading volume; (vi) for any loss or injury due to forces beyond the control of BNYM, including without limitation strikes, failure of transmission or communication facilities, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, military actions, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and the insolvency of any issuer or Subcustodian, or (vii) any action taken by BNYM, or any other third party, to comply with Applicable Laws.

(b) In the event of the receipt of any notice regarding Client pertaining to bankruptcy, insolvency, or reorganization law, or if BNYM, in its sole discretion, considers it necessary for its protection for any other reason, BNYM and any of its affiliates shall have the right (but not the obligation) to cancel any unexecuted orders (or unexecuted portions thereof), liquidate any outstanding positions, offset any amounts in Client's account, or take such other or further action as BNYM and its affiliates deem necessary or appropriate for its protection, including but not limited to the actions contained in paragraphs 2 and 7 hereof. Any such actions may be made in the sole discretion of BNYM and its affiliates, without notice to or demand of the Client, and at such times and places as BNYM and its affiliates may determine.

*

(c) Client shall reimburse, compensate, indemnify and hold harmless BNYM and its affiliates from and against any and all losses, liabilities, penalties, taxes, judgments, fines, fees, costs, proceedings, claims, actions, investigations, damages, taxes, (including without limitation fees and costs of counsel whether the dispute or proceeding involve BNYM or not) (collectively, "**Losses**") as incurred, arising out of or relating to, directly or indirectly (i) bankruptcy, insolvency, or reorganization; (ii) Client's acts or omissions, (iii) any Client's breach of its obligations hereunder, (iv) the exercise or pursuit by BNYM and its affiliates of its rights or remedies hereunder or (v) the performance by BNYM of its duties hereunder; provided however, that nothing contained herein shall require that BNYM be indemnified for its gross negligence, recklessness or willful misconduct after such is finally adjudicated in court and the

***Subject to and limited by NRS Chapter 41**

time for appeal has expired. The rights of BNYM and its affiliates provided above shall be in addition to any other right or remedy available to BNYM and its affiliates at law, by statute or in equity or under any Applicable Laws, including without limitation the right of set off.

(d) Client hereby irrevocably agrees that to the extent that Client or any of its assets has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether inside outside the U.S., to enforce or collect upon any liability or obligation of Client related to or arising from the transactions contemplated by the Agreement, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Client hereby expressly and irrevocably waives any such immunity and agrees not to assert any such right or claim in any such proceeding, whether in the U.S. or outside the U.S.

(e) BNYM's duties and responsibilities are solely those set forth herein and BNYM shall not be obligated to perform any services or take any action not provided for herein unless specifically agreed to by it in writing. Nothing contained in the Agreement shall cause BNYM to be deemed a trustee or fiduciary for or on behalf of Client.

13. Amendment; Termination; Entire Agreement. This Agreement shall be continuing and shall remain in full force in effect until terminated by BNYM or Client at any time and for any reason or for no reason upon delivery of thirty (30) days' prior written notice to the other party. Paragraphs 4, 7, 8, 10, 11, 12, 15, 16, 17 and 19 shall survive such termination. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior or contemporaneous oral or written agreements in regard thereto. Except as otherwise provided herein, this Agreement may be amended only by an instrument in writing duly executed by both parties.

14. Headings. The section and paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

15. Governing Law. This Agreement will be deemed to have been executed and delivered in the State of New York and will be governed by and construed in accordance with the internal law of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. BNYM shall be under no obligation to determine whether or not any instruction given to BNYM is contrary to any provision of law.

16. Rights and Remedies; Assignment. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of, or failure or delay by any party in exercising, or any single or partial exercise by either party of, any right or remedy hereunder shall not preclude or inhibit the subsequent exercise of such right or remedy. If a court determines that any provision in this Agreement is illegal or unenforceable, then such provision will be eliminated and the remaining provisions in this Agreement will remain in force and effect. Any transfer or assignment (or attempted transfer or assignment) of the Client's rights or obligations hereunder without obtaining the prior written consent of BNYM shall be null and void. BNYM shall have the right to transfer or assign this Agreement to any banking affiliates or successor entity in its sole discretion upon prior notice and without obtaining the consent of Client.

17. Representations and Warranties. Client represents and warrants that (i) it is a corporation duly organized and validly existing under the laws of its state of incorporation; and (ii) this Agreement has been duly authorized, executed and delivered on its behalf and constitutes the legal, valid and binding obligation of Client, (iii) the execution, delivery and performance of this Agreement by Client do not and will not violate any Applicable Law and do not require the consent of any governmental or other regulatory body except for such consents and approvals as have been obtained and are in full force and effect.

18. Conditions Precedent. (a) This Agreement is conditional upon Client providing to BNYM, a copy of a resolution of the board of Client authorizing this Agreement, certified by a duly authorized officer, and a certificate of a duly authorized officer setting out the names and signatures of the persons authorized to sign this Agreement (samples of which are attached hereto).

(b) Client acknowledges that BNYM is subject to the customer identification program requirements under the USA PATRIOT Act and its implementing regulations, and that BNYM must obtain, verify and record information that allows BNYM to identify Client. Accordingly, prior to opening an Account hereunder BNYM may request information (including but not limited to the Client's name, physical address, tax identification number and other information that will help BNYM to identify the organization such as organizational documents, certificate of good standing, license to do business, or any other information) that will allow BNYM to identify Client. Client agrees that

BNYM cannot open an Account hereunder unless and until Client provides BNYM with all requested information and BNYM verifies Client's identity in accordance with its Client identification program.

19. Jurisdiction; Venue; Waiver of Jury Trial. In any action relating to this Agreement, each of the parties irrevocably consents to the jurisdiction and venue of the federal and state courts located in the United States District Court for the Southern District of New York, and the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party. Client irrevocably consents to the service of process in any suit, action or other proceeding by the mailing of copies thereof by prepaid, first class United States mail or by prepaid express courier service addressed to it at the address set forth on Client's account form, and agrees that such service will constitute effective service upon it as if personally served pursuant to Section 311 of the New York Civil Practice Law and Rules or any successor statute. Nothing herein shall affect the right of BNYM to service process in any manner permitted by law. **CLIENT WAIVES A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, this Agreement has been executed and attested, as of the day and year set forth below by their duly authorized officers of Client and BNYM.

APPROVED AS TO FORM

T. L. Ponticello 4/28/09

Teresita L. Ponticello Date
Chief Deputy City Attorney

City of Las Vegas
[Name of Client]

Attest:

By: ____________________

Name: Candace Falder
Title: Acting Finance Director

____

Name: Beverly K. Bridges, CMC
Title: City Clerk

Tax Identification No. 88-6000198

THE BANK OF NEW YORK MELLON

Attest:

By: ____________________

Name:
Title:

____

Name:
Title:

Dated: ____________________

Exhibit A
AUTHORIZATION AND DIRECTION TO THE BANK OF NEW YORK MELLON TO INVEST CASH BALANCES IN MONEY MARKET MUTUAL FUNDS

CLIENT NAME (the "Client"): City of Las Vegas

ACCOUNT (the "Account"): See Attached

AGREEMENT (*Description*): **Liquidity Services Agreement**

ACCOUNT NUMBER (to be assigned by BNYM): ____________________

FUND CHOICES (each a "Fund" and collectively the "Funds") INCLUDE AMOUNTS TO BE INVESTED PER FUND:
See Attached

These instructions supersede any previous instructions which pertain to the investment of cash in the Account.

AUTHORIZATION AND DIRECTION

The Bank of New York Mellon ("**BNYM**") is authorized and directed to invest any available Cash (as defined in the Agreement) in the Account in shares of the Funds and to redeem shares of the Funds to meet the Cash requirements of the Account. Client may, from time to time, direct BNYM in writing to redeem and exchange shares of the Funds for shares of, or to invest available Cash or the proceeds from any redemption in, another eligible investment and BNYM shall comply with such direction. Client represents and warrants to BNYM that it is authorized and empowered to direct BNYM to make the investment specified herein and that the investment authorized herein is an authorized investment.

PROSPECTUS: Client has read the Prospectus of each Fund and has independently made the determination to direct BNYM to invest available Cash in the Account in shares of such Fund. Client understands that shares in Funds are not an obligation of, or recommended, endorsed or guaranteed in any way by, BNYM, its affiliates or any other bank; that Funds are not insured by an agency or instrumentality of the U.S., such as the Federal Deposit Insurance Corporation; and that investments in the Funds may be subject to investment risks, including possible loss of the principal amount invested. Client further understands that, other than with respect to the Dreyfus Family of Funds and Universal Liquidity Funds (the "**BNYM Sponsored Funds**"), neither BNYM nor its affiliates has participated in the preparation of the respective Prospectuses or is responsible for its content. Client understands, and acknowledges, that BNYM provides investment advisory and other services to the BNYM Sponsored Funds, and is compensated for such services.

PERIODIC STATEMENTS: Client agrees that transactions in the Funds will be reported only in BNYM's regular periodic account statements.

VOTING SHARES: Client assumes the obligation and retains the right to vote all shares of the Funds held by BNYM for the benefit of the Account.

SHAREHOLDER SERVICES FEES: Client acknowledges that the Funds are authorized to make payments from their respective management fees or any other source available to parties such as banks or broker-dealers ("**Service Organizations**") that provide shareholder support services to the Funds and that Service Organizations currently are compensated based on the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Client further acknowledges that BNYM is a Service Organization and is paid, and consents to such payment, by the Funds up to the" **Maximum Rate**" (as such term is defined in the applicable Prospectus) annually of the average daily balance of the Account invested in the Funds for shareholder support services rendered to the Funds by BNYM, which services may include, without limitation, answering Client's inquiries regarding the Funds, assistance to Clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a Client's account balance and the integration of such statement with other transactions, arranging for BNYM wires, and providing such other information and services as each Fund's distributor or Client reasonably may request. Client further acknowledges that such service may be the same as or similar to services provided by BNYM for which a fee may be separately charged under the Agreement. Client further acknowledges that the Funds may purchase securities from or through BNYM or its affiliates, may engage in repurchase transactions with BNYM or its affiliates, may place funds on deposit in accounts

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

The Bank of New York Mellon — Liquidity Services

Exhibit A

AUTHORIZATION AND DIRECTIONS TO THE BANK OF NEW YORK MELLON TO INVEST CASH BALANCES IN MONEY MARKET MUTUTAL FUNDS

CLIENT NAME: City of Las Vegas

ACCOUNTS:
Cash Management
707 Construction
808 Construction
809 Construction
809 Bond Fund
809 Reserve
Union Park 61 Acres
Big League Dreams
Alexander Hualapai
Stupak Center
Fire Services
Ogden Parking
Elkhorn Debt Service
Elkhorn Reserve
4th Street Landscaping
PAC 2009 Bonds
RDA 2009A Bonds

FUND CHOICES:
AIM STIC Treasury Port/Cash Mgmt Class
Blackrock FedFund Port/Inst Class
Dreyfus Govt Prime Cash Mgmt/Inst Class
Federated Govt Obligations/Institutional Class
JP Morgan US Govt Money Mkt Fund/Institutional Class
Morgan Stanley Prime Portfolio/Institutional Class
Barclay/BGI Govt MMF/Premium Shares
Fidelity Govt Fund/Class 1
Morgan Stanley Govt Portfolio/Institutional Shares
Wells Fargo Advantage Treasury Plus MM/Institutional Shares
Wells Fargo Advantage Govt MM/Institutional Shares

____

Candace Falder
Acting Finance Director

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

with BNYM or its affiliates and receive interest income thereon and may obtain other services from BNYM for which BNYM is paid a fee.

This Authorization and Direction is executed, acknowledged and consented to at ________________,
_________ on ________________.
[City] *[State]* *[Date]*

City of Las Vegas
[Name of Client]

By *(Signature)*: ______________________________

Name *(Print)*: Candace Falder

Title: Acting Finance Director

APPROVED AS TO FORM
T.L. Ponticello 4/28/09
Teresita L. Ponticello Date
Chief Deputy City Attorney

Exhibit B
MAILING INSTRUCTIONS FOR STATEMENTS AND NOTICES
WIRE INSTRUCTION
THE BANK OF NEW YORK MELLON
LIQUIDITY SERVICES AGREEMENT

DATE: ____________

MAILING INFORMATION

Client Name: City of Las Vegas

Post Office Box:

Street Address 1: 400 Stewart Avenue

Street Address 2:

City, State, Zip: Las Vegas, NV 89101

Attn: Colleen Lewis

Telephone: 702-229-6820

Facsimile: 702-387-5598

Email: celewis@lasvegasnevada.gov

WIRE INSTRUCTIONS

Bank Name: Bank account information omitted from agenda copy to prevent unauthorized use of accounts.

Bank Address:

City, State, Zip:

ABA Number:

Account Number:

Account Name:

Ultimate Beneficiary:
(3rd Party Credit info)

Candace Falder		Acting Finance Director
Print Name	**Authorized Signature**	**Title**
Print Name	**Authorized Signature**	**Title**

APPROVED AS TO FORM
T.L. Ponticello 4/28/09
Teresita L. Ponticello Date
Chief Deputy City Attorney

A second authorized signature is necessary to change any mailing or wire instruction information.

Authorized Signatures

Client Name City of Las Vegas

- ☒ New Card with new signers for new accounts
- ☐ Replacement card – supersedes all previous cards
- ☐ Additional Signers – add signers to current list
- ☐ View access only – provides access to reports – with no trading rights

The following individuals are permitted to provide instructions to The Bank of New York Mellon to trade funds in the account and transfer funds to established repetitive wire instructions, unless the view access box is checked off above...

Name	Signature	Phone
Mark R. Vincent		702-229-6280
Venetta Appleyard		702-229-6823
Colleen Lewis		702-229-6820
Cory DeMille		702-229-6326
Rose Robb		702-229-6045

I herby certify that the 5 (insert number) individuals listed above are authorized to sign and are authentic.

Authorized Signature (preferably signature of Secretary)

Beverly K. Bridges, CMC City Clerk

Name (printed) of Authorizer

Secondary Authorizer (if necessary)

Name (printed) of Secondary Authorizer (if necessary)

Effective Date

APPROVED AS TO FORM

T L Ponticello 4/28/09

Teresita L. Ponticello Date

Chief Deputy City Attorney

WEBSITE
ELECTRONIC SERVICES TERMS AND CONDITIONS

1. License; Use. (a) This terms and conditions contained in this Liquidity Services website ("**Website**") shall govern Client's use of electronic communications, information delivery, products and services, that The Bank of New York Mellon, BNY Mellon Capital Markets, LLC and their affiliates (collectively, "**BNYM**") may provide to Client (including by way of example and not by way of limitation), a web site, such as The Bank of New York Inform ™ and The Bank of New York CA$H-Register Plus®, Liquidity Services, CA$H Register®, The Bank of New York Office Manager™, LASER®, securities transactions and any computer software, proprietary data and documentation provided by BNYM to Client in connection therewith (collectively, the "**Electronic Services**"). In the event of any conflict between this Website and the main body of the Agreement with respect to Client's use of the Electronic Services, the terms of this Website shall control.

(b) BNYM grants to Client a personal, nontransferable and nonexclusive license to use the Electronic Services to which Client subscribes solely for the purpose of transmitting instructions and information ("**Written Instructions**"), obtaining data, reports, analyses, confirmations, acknowledgements and statements and other information, making inquiries, accessing BNYM, and otherwise communicating with BNYM in connection with Client's relationship with BNYM. Client shall use the Electronic Services solely for its own internal and proper business purposes and not in the operation of a service bureau. Except as set forth herein, no license or right of any kind is granted to Client with respect to the Electronic Services. Client acknowledges that BNYM and its suppliers retain and have title and exclusive proprietary rights to the Electronic Services, including any trade secrets or other ideas, concepts, know-how, methodologies, and information incorporated therein and the exclusive rights to any copyrights, trade dress, look and feel, trademarks and patents (including registrations and applications for registration of either), and other legal protections available in respect thereof. Client further acknowledges that all or a part of the Electronic Services may be copyrighted or trademarked (or a registration or claim made therefor) by BNYM or its suppliers. Client may not copy, distribute, sell, lease or provide, directly or indirectly, the Electronic Services or any portion thereof to any other person or entity without BNYM's prior written consent. Client may not remove any statutory copyright notice or other notice included in the Electronic Services. Client shall reproduce any such notice on any reproduction of any portion of the Electronic Services and shall add any statutory copyright notice or other notice upon BNYM's request. Client shall not take any action with respect to the Electronic Services inconsistent with the foregoing acknowledgments, nor shall Client attempt to decompile, reverse engineer or modify the Electronic Services.

(c) Portions of the Electronic Services may contain, deliver or rely on data supplied by third parties ("**Third Party Data**"), such as pricing data and indicative data, investment information and services supplied by third parties ("**Third Party Services**") such as analytic and accounting services. Third Party Data and Third Party Services supplied hereunder are obtained from sources that BNYM believes to be reliable but are provided without any independent investigation by BNYM. BNYM and its suppliers do not represent or warrant that the Third Party Data or Third Party Services are correct, complete or current. Third Party Data and Third Party Services are proprietary to their suppliers, are provided solely for Client's internal use, and may not be reused, disseminated or redistributed in any form. Client shall not use any Third Party Data in any manner that would act as a substitute for obtaining a license for the data directly from the supplier. Any Information found on this site, including Third Party Data, is obtained from internal and external sources which BNYM considers reliable, but BNYM has not independently verified such information and BNYM does not guarantee that it is accurate or complete. The Information provided should not be viewed as advice from BNYM and Client is responsible for all of the investment decisions for its account. Information received via the Electronic Services is for informational purposes and should not be relied upon for personal, legal or financial decisions and, to the extent necessary, Client should consult an appropriate professional for specific advice tailored to your situation. Any investment information, material or content available using the Electronic Services is provided solely for informational purposes, is not a solicitation or an offer to buy or sell any instrument, and does not attempt or claim to be a complete description of the instruments referred to in the material. All expressions of opinion are subject to change without notice. BNYM and its suppliers are not responsible for any results obtained from the use of or reliance upon third party data or third party services. BNYM's suppliers of Third Party Data and Services are intended third party beneficiaries of this Section 1(c) and Section 5 below.

(d) Client understands and agrees that any links in the Electronic Services to Internet sites may be to sites sponsored and maintained by third parties. BNYM make no guarantees, representations or warranties concerning the information contained in any third party site (including without limitation that such information is correct, current, complete or free of viruses or other contamination), or any products or services sold through third party sites. All such links to third party Internet sites are provided solely as a convenience to Client and Client accesses and uses such sites at its own risk. A link in the Electronic Services to a third party site does not constitute BNYM's endorsement, authorisation or sponsorship of such site or any products and services available from such site.

2. Equipment. Client shall obtain and maintain at its own cost and expense all equipment and services, including but not limited to communications services, necessary for it to utilize and obtain access to the Electronic Services, and BNYM shall not be responsible for the reliability or availability of any such equipment or services.

3. Proprietary Information. The Electronic Services, and any proprietary data (including Third Party Data), processes, software, information and documentation made available to Client (other than which are or become part of the public domain or are legally required to be made available to the public) (collectively, the "**Information**"), are the exclusive and confidential property of BNYM or its suppliers. However, for the avoidance of doubt, reports generated by Client containing information relating to its account(s) (except for Third Party Data contained therein) are not deemed to be within the meaning of the term "Information." Client shall keep the Information confidential by using the same care and discretion that Client uses with respect to its own confidential property and trade secrets, but not less than reasonable care. Upon termination of Client's Agreement with BNYM or the licenses granted herein for any reason, Client shall return to BNYM any and all copies of the Information which are in its possession or under its control (except that Client may retain reports containing Third Party Data, provided that such Third Party Data remains subject to the provisions of this Website). The provisions of this Section 3 shall not affect the copyright status of any of the Information which may be copyrighted and shall apply to all information whether or not copyrighted.

4. Modifications. BNYM may modify the Electronic Services from time to time. Client agrees not to modify or attempt to modify the Electronic Services without BNYM's prior written consent. Client acknowledges that any modifications to the Electronic Services, whether by Client or BNYM and whether with or without BNYM's consent, shall become the property of BNYM.

5. NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY. CLIENT ACKNOWLEDGES THAT TELEPHONE NETWORK, COMPUTER NETWORK, OR OTHER TELEPHONE SYSTEM PROBLEMS, PROBLEMS WITH THE INTERNET, SYSTEM MAINTENANCE OR UPGRADES, OR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF BNYM, ITS AFFILIATES, LICENSORS, OR OTHER SERVICE PROVIDERS MAY AFFECT ADVERSELY THE AVAILABILITY OF, OR RENDER UNAVAILABLE, CLIENT'S ACCOUNT INFORMATION AND THE TRANSMISSION OF WRITTEN INSTRUCTIONS. BNYM (ITS OFFICERS, DIRECTORS, OR EMPLOYEES) AND ITS MANUFACTURERS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ELECTRONIC SERVICES OR ANY THIRD PARTY DATA OR THIRD PARTY SERVICES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES THAT THE ELECTRONIC SERVICES (AND ANY SERVICES PROVIDED THROUGH THE ELECTRONIC SERVICES), THIRD PARTY DATA AND THIRD PARTY SERVICES ARE PROVIDED "AS IS." THE INFORMATION PROVIDED IN ANY ELECTRONIC SERVICE IS NOT FINANCIAL OR LEGAL ADVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BNYM (OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES) OR ANY SUPPLIER BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, WHICH CLIENT MAY INCUR IN CONNECTION WITH THE ELECTRONIC SERVICES, THIRD PARTY DATA OR THIRD PARTY SERVICES (WHETHER THROUGH LINKS OR OTHERWISE), OR AS A RESULT OF ACTS OF THIRD PARTIES (INCLUDING OTHER USERS OR THIRD PARTY PROVIDERS), OR INABILITY TO ACCESS CLIENT'S ACCOUNT OR THE ELECTRONIC SERVICES,EVEN IF BNYM (OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES) OR SUCH SUPPLIER KNEW OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BNYM OR ANY SUPPLIER BE LIABLE FOR LOST PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, TRANSMISSION DUPLICATE, EQUIPMENT OR OTHER INTANGIBLE LOSSES, COSTS OF SUBSTITUTE INFORMATION OR SERVICES, ANY CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY CLIENT, CLIENT'S AGENTS OR BY ANYONE TO WHOM CLIENT COMMUNICATES SUCH INFORMATION, ANY ERRORS BY CLIENT IN COMMUNICATING SUCH INFORMATION, ACTS OF GOD, MACHINE OR COMPUTER BREAKDOWN OR MALFUNCTION, INTERRUPTION OR MALFUNCTION OF COMMUNICATION FACILITIES, LABOR DIFFICULTIES, DISRUPTION OF SERVICE, SYSTEM MAINTENANCE OR UPGRADES OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND THEIR REASONABLE CONTROL. BNYM (ITS OFFICERS, DIRECTORS, OR EMPLOYEES) SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY ACCOUNT OR OTHER INFORMATION, PROCEDURE, OR SERVICE OBTAINED FROM BNYM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, SUCH DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Security; Reliance; Unauthorized Use; Funds Transfers. BNYM will establish security procedures to be followed in connection with the use of the Electronic Services, and Client agrees to comply with the security procedures. Client understands and agrees that the security procedures are intended to determine whether Written Instructions received by BNYM through the Electronic Services are authorized but are not (unless otherwise specified in writing) intended to detect any errors contained in such Written Instructions. Client will cause all persons utilizing the Electronic Services to treat any user and authorization codes, passwords, authentication keys and other security devices with the highest degree of care and confidentiality. Upon termination of Client's use of the Electronic Services, Client shall return to BNYM any security devices (e.g., token cards) provided by BNYM. BNYM is irrevocably authorized to comply with and rely upon on Written Instructions and other communications, whether or not authorized, received by it through the Electronic Services. Client acknowledges that it has sole responsibility for ensuring that only authorized persons use the Electronic Services who have been provided with a copy of these Electronic Services Terms and Conditions and have agreed not to disclose any user ID and password to any person whom Client has not authorized to use the user ID and password, and that to the fullest extent permitted by Applicable Law BNYM shall not be responsible nor liable for any unauthorized use thereof or for any losses sustained by Client arising from or in connection with the use of the Electronic Services or BNYM's reliance upon and compliance with Written Instructions and other communications received through the Electronic Services. Client agrees it will immediately notify BNYM if Client becomes aware of any unauthorized use of Client's user and authorization codes, passwords, authentication keys and other security devices. With respect to Written Instructions for a transfer of funds issued through the Electronic Services, when instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), BNYM, its affiliates, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. Such reliance on a unique identifier shall apply to beneficiaries named in such Written Instructions as well as any financial institution which is designated in such Written Instructions to act as an intermediary in a funds transfer. It is understood and agreed that unless otherwise specifically provided herein, and to the extent permitted by Applicable Law, the parties hereto shall be bound by the rules of any funds transfer system utilized to effect a funds transfer hereunder.

7. Acknowledgments; Availability. BNYM may in its discretion decline to act upon any instructions or communications that are insufficient or incomplete or are not received by BNYM in sufficient time for BNYM to act upon, or in accordance with such Written Instructions or communications. If Electronic Services are unavailable for any reason, Client agrees to use alternative means to contact BNYM.

8. Viruses. Client agrees to use reasonable efforts to prevent the transmission through the Electronic Services of any software or file which contains any viruses, Trojan horse, worms, harmful component or corrupted data and agrees not to use any device, software, or routine to interfere or attempt to interfere with, disable, erase, harm, render inoperable or adversely impact the proper working of the Electronic Services or permit unauthorized access to the Electronic Services. Client shall not do, or attempt to intentionally access, tamper, or use the Electronic in a manner that is inconsistent with the terms herein, or tamper with or intentionally access the accounts or information of other BNYM customers, knowingly circumvent any tracking or access any record-keeping mechanisms on servers maintained by, or on behalf of, BNYM, or otherwise intentionally breach the security measures implemented to protect any such servers.

9. Encryption. Client acknowledges and agrees that encryption may not be available for every communication through the Electronic Services, or for all data. Client agrees that BNYM may deactivate any encryption features at any time, without notice or liability to Client, for the purpose of maintaining, repairing or troubleshooting its systems.

10. On-Line Inquiry and Modification of Records. In connection with Client's use of the Electronic Services, BNYM may, at Client's request, permit Client to enter data directly into a BNYM database for the purpose of modifying certain information maintained by BNYM's systems, including, but not limited to, change of address information. To the extent that Client is granted such access, Client agrees to indemnify and hold BNYM harmless from all loss, liability, cost, damage and expense (including attorney's fees and expenses) to which BNYM may be subjected or which may be incurred in connection with any claim which may arise out of or as a result of changes to BNYM database records initiated by Client.

11. Agents. If permitted by Client's agreements with BNYM or its affiliates, Client may, on advance written notice to the BNYM, permit its agents and contractors (**"Agents"**) to access and use the Electronic Services on Client's behalf, except that the BNYM reserves the right to prohibit Client's use of any particular Agent for any reason. Client shall require its Agent(s) to agree in writing to be bound by the terms of the Agreement, and Client shall be liable and responsible for any act or omission of such Agent in the same manner, and to the same extent, as though such act or omission were that of Client. Each submission of a Written Instruction or other communication by the Agent

through the Electronic Services shall constitute a representation and warranty by Client that the Agent continues to be duly authorized by Client to so act on its behalf and the BNYM may rely on the representations and warranties made herein in complying with such Written Instruction or communication. Any Written Instruction or other communication through the Electronic Services by an Agent shall be deemed that of Client, and Client shall be bound thereby whether or not authorized. Client may, subject to the terms of this Agreement and upon advance written notice to the Bank, provide a copy of the Electronic Service user manuals to its Agent if the Agent requires such copies to use the Electronic Services on Client's behalf. Upon cessation of any such Agent's services, Client shall promptly terminate such Agent's access to the Electronic Services, retrieve from the Agent any copies of the manuals and destroy them, and retrieve from the Agent any token cards or other security devices provided by BNYM and return them to BNYM.