

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: Approval of a contract with Tri-Strategies, Ltd. to provide legislative advocacy services in the not to exceed amount of \$20,000.00

DATE: January 20, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve the attached contract for legislative representation services for the 81st Legislative Session of the State of Nevada with Tri-Strategies in the not to exceed amount of \$20,000.00

II. BACKGROUND

Policy 3.1.0, paragraph 0.10, Legislative Matters reads as follows:

The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.

On February 1, 2021, the Nevada Legislature shall convene its 81st session. Representation for the District was contracted for the 80th session (two years ago) and was done so with Tri-Strategies. Their services were deemed excellent and Staff would like to recommend contracting with them again for the 81st session. Presently, the District's budget includes \$25,000 for these services and they are under Professional Services, General Fund (100.11.100.6030). This expenditure is within the General Managers Spending Authority.


On January 13, 2021, the Board of Trustees had the review of the scope of work for this work and suggestions were made to improve the scope of work which have been incorporated. The scope of work was approved by the Board of Trustees by a vote of 4 to 1. This action is a follow up to bring back the entire contract, as promised by District General Manager Winqest, for review and approval.


TRI-STRATEGIES, LTD

Incline Village General Improvement District

2021 IVGID Contract & Scope of Work

1. **Parties Involved:** Tri-Strategies, LTD ("Consultant") agrees to provide the following services to Incline Village General Improvement District "IVGID" ("Client"), upon the terms and conditions set forth in this Agreement.
2. **Services:** Consultant agrees to perform the services identified by IVGID staff in a Scope of Work.
3. **Starting and Completion Dates:** The term of this Agreement is from February 1, 2021 to June 30, 2021, subject to any mutually agreed upon extension in writing (the "Term").
4. **Additional Work:** This Agreement may be modified to add to the tasks and scope of work should both parties (Consultant and Client) be in agreement in writing on the modifications. Consultant shall be paid for such services as mutually agreed upon by the parties.
5. **Work Delegation:** All direct services shall be those of Consultant as agreed upon between Consultant and Client.
6. **Termination:** Either of the parties shall have the right to terminate this Agreement prior to the conclusion of the Term by providing the other with at least thirty (30) days written notice. Upon any early termination of this Agreement, Client shall pay Consultant for all services performed and pre-approved expenses incurred prior to the date of termination. Notwithstanding the foregoing, Client shall have the right to immediately terminate this Agreement upon notice to Consultant in the event that Consultant breaches any of the terms of this Agreement and has failed to cure said breach, if curable, within forty-eight (48) hours of receipt of such notice. A notice, if required, shall be made to: Consultant: Tri-Strategies, Eddie Ableser 59 Damonte Ranch Parkway #B-552, Reno, NV 89511; Client: Attn: General Manager, 893 Southwood Blvd., Incline Village, NV, 89451.
7. **Independent Contractor Status:** Consultant and Client are independent contractors acting for their own account, and neither party nor its employees are authorized to make any representations or commitments on the other party's behalf or to hold itself out as the agent of the other.
8. **Fees and Payment Schedule:** The fees for total assignment, project, or service and the payment schedule are outlined in the Scope of Work. All invoices shall be sent to IVGID, Attn: District General Manager, 893 Southwood Blvd., Incline Village, NV 89451

- 
9. **Expenses:** Consultant shall be reimbursed by Client for pre-approved (in writing) extraordinary expenses relating to this Agreement.
 10. **Late Payment:** Payment of Consultant invoices is due in full upon presentation of invoice. Consultant invoices not paid by Client within thirty (30) days of date of billing will be subject to a late payment charge equal to the lesser of (i) one percent (1%) per month; or (ii) the maximum amount allowed by law.
 11. **Stop Work:** Consultant shall discontinue work and this Agreement shall terminate after sixty (60) days of nonpayment by Client, of fees and pre-approved (in writing) expenses billed by Consultant.
 12. **Confidentiality:** Consultant shall treat as confidential and will not disclose any proprietary information that is disclosed by Client or that comes to the attention of Consultant prior to, during, or following the course of this Agreement.
 13. **Applicable Law:** This Agreement shall be enforced in accordance with, and in performance shall be governed by, the laws of the State of Nevada without giving effect to the conflict of law provisions thereof.
 14. **Indemnification:** Each party hereby agrees to indemnify and hold harmless the other party and its directors, officers, and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, legal fees, court costs and other legal expenses, insurance policy deductibles, and all other expenses arising out of or related to the indemnifying party's activities, operations or omissions pursuant to this Agreement. Such indemnity shall apply to the fullest extent permitted by applicable law. The obligations of the indemnifying party under this Section shall survive the expiration or termination of this Agreement. This mutual indemnity shall be subject to principles of comparative negligence.
 15. **Exclusion of Damages:** In no event shall either party be liable to the other or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. For clarity, the foregoing does not exclude fines or penalties.
 16. **Disputes:** Any controversy, claim, or dispute of whatever nature arising between the parties (a "Dispute") shall be resolved by mediation or, failing mediation, by binding arbitration. This agreement to mediate or arbitrate shall continue in full force and effect despite the expiration, rescission, or termination of this Agreement.



Either party may begin the mediation process by giving a written notice to the other party setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation within sixty (60) days of receipt of that notice.

If the Dispute has not been resolved by mediation as provided above, or if a party fails to participate in mediation, then the Dispute shall be resolved by binding arbitration in Nevada. The arbitration shall be undertaken pursuant to the substantive laws of the State of Nevada and the Federal Arbitration Act. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. The parties knowingly and voluntarily waive their rights to have the Dispute tried and adjudicated by a judge or jury.

Any party may demand arbitration as provided above by sending written notice to the other party. The arbitration and the selection of the arbitrator(s) shall be conducted in accordance with such rules as may be agreed upon by the parties, or, failing agreement within thirty (30) days after arbitration is demanded, under the rules of the American Arbitration Association, using a single arbitrator regardless of the amount in Dispute. The arbitration shall be held in Nevada or at any other location agreed upon by the parties.

17. **Compliance with Laws**: During the Term, Consultant and its principals shall be responsible, at its own expense, comply with all applicable laws and regulations, including without limitation, all registration, reporting, lobbying, and ethics requirements.
18. **Signatures**: The parties have accepted and signed this Agreement as of the dates shown below:

Consultant

Client

Eddie Ableser Ph.D.

CEO, Tri-Strategies, LTD.

1/6/2020

Scope of Work

Consultant will represent the Incline Village General Improvement District at the 81st Legislative session for the State of Nevada in Carson City, Nevada, scheduled to start on February 1, 2021 and scheduled to end on or about June 30, 2021. Consultant will verbally communicate with the Incline Village General Improvement District’s District General Manager and Board of Trustees Chair the information as it develops during this session and determine the impacts to the Incline Village General Improvement District. Specifically, but not limited to, Consultant will advocate in a position determined by the Incline Village General Improvement District to be advantageous to same and consistent with established policies, procedures and norms and coordinate their work, to the best of their ability, with Washoe County’s Legislative advocate.

Deliverables

1. Written communication(s) to the Incline Village General Improvement District’s District General Manager and Board of Trustees at intervals deemed to be mutually agreed to by the Consultant, District General Manager and Board of Trustees based on the activity at the Legislative session.
2. A required one (1) in person written report, per month, at a regular or special meeting of the Board of Trustees of the Incline Village General Improvement District on a date that is mutually agreed to by the Consultant, District General Manager, and Board of Trustees. One (1) of these in person reports shall be scheduled after the session ends and to the greatest extent possible, before a special session of the Legislature be called, if applicable.

Fee Schedule

1. Representation at the 81st Legislative Session beginning on February\$15,000.
1, 2020 and scheduled to end on or about June 30, 2021. Billing shall occur at the start of each month and shall be divided into five equal payments of \$3,000.00 per month which includes attendance at one (1) meeting of the Incline Village General Improvement District Board of Trustees which includes all expenses for time spent in preparation, mileage, and printed reports.
3. If additional meetings are required at the request of either the District..... \$750.00 per meeting
General Manager or the Board of Trustees, each of those meetings will be billed at \$750.00 per meeting which includes all expenses for time spent in preparation, mileage, and printed reports.
4. Additional services: If additional services are required, they shall be negotiated prior to providing such service. Negotiation shall be between the District General Manager, the Board of Trustees and Consultant. If the additional service(s) aggregate into more than five thousand dollars (\$5,000.00), then the additional service proposal that exceeds that threshold shall be brought forward to the Board of Trustees prior to beginning the additional service.

Maximum not-to-exceed value of this agreement*\$15,000.

*Assuming that no additional meetings or services are required as outlined in 3. or 4. above.