

Town Council

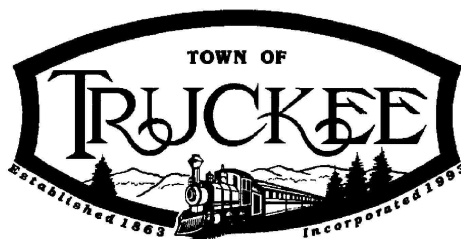
Anna Klovstad, Mayor

Courtney Henderson, Vice Mayor

David Polivy, Council Member

Lindsay Romack, Council Member

Jan Zabriskie, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Randall Billingsley, Chief of Police

Judy Price, Communications Director/Town Clerk

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Acting Administrative Services Director

August 6, 2021

Jeffrey Thorsby
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Re: Letter Agreement for Joint Federal Legislative Advocacy.

Dear Jeffrey Thorsby:

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding the Federal legislative advocacy services described below ("Services") to be provided by County of Nevada ("County") as an independent contractor to the Town of Truckee ("Town") through its contract with Paragon Government Relations. County is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference. Services shall begin immediately and be completed by **April 30, 2022**, unless extended by the Town in writing.

STANDARD OF CARE: County shall cause all Services under this Letter Agreement to be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws.

COMPENSATION: Town shall compensate County for the Services in the amount of **ten thousand dollars (\$10,000)**. Invoices shall be submitted to the Town quarterly as performance of the Services progresses. Town shall review and pay the approved charges on such invoices in a timely manner.

TERMINATION: The Town may terminate this Letter Agreement at any time with or without cause. If the Town finds it necessary to terminate this Letter Agreement without cause, County shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. County may terminate this Letter Agreement only upon 30 calendar days' written notice to the Town only in the event of Town's failure to perform in accordance with the terms of this Letter Agreement through no fault of County.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: County shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements. Finally, County represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Nevada County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, County must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by County. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, County shall be barred from bringing and maintaining a valid lawsuit against the Town. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: County shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

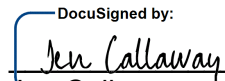
ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

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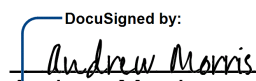
If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. A fully executed copy will be returned for your records.

TOWN OF TRUCKEE

Approved by:

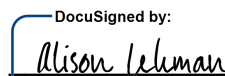
DocuSigned by:

Jen Callaway
Town Manager

Approved as to Form:

DocuSigned by:

Andrew Morris
Town Attorney

COUNTY

Reviewed and Accepted by County

DocuSigned by:

Signature
Alison Lehman
Name
Alison Lehman
Title: [Must be: Chairperson of the Board,
President, or Vice President]
8/31/2021
Date


DocuSigned by:

Signature
Martin Polt
Name
Chief Fiscal Officer
Title: [Must be Secretary, Assistant Secretary,
Chief Financial Officer, or Treasurer]
8/31/2021
Date

EXHIBIT A

SCHEDULE OF SERVICES

SCOPE OF WORK

The purpose of this Agreement is retention of professional federal advocacy and related services on behalf of the County of Nevada. The services involve the representation of the County's interests before the Congress of the United States and Departments and Agencies of the Federal government.

Joe Krahn will serve as the primary contact and advocate for Nevada County with other professionals in the firm assisting the County under the direct supervision of Joe Krahn.

In consideration of mutual promises herein contained, Nevada County engages Paragon to perform the following specific services:

- Work with Nevada County to develop and implement a legislative and/or regulatory strategy for direct advocacy on a select number of issues that are of significant interest to Nevada County. Included in the provision of advocacy services is regular monitoring and reporting on the select issues, which are agreed upon as follows (and may be changed by written agreement):
 - **Resiliency (including Wildfire Prevention, Response and Recovery Funding)**
 - **Infrastructure and Broadband**
 - **Health and Human Services**
- Review Federal legislation and Executive proposals for the purpose of advising Nevada County of those items that may have a bearing on the County's priority issues and interests.
- Cultivate ongoing relationships with key Members and staff of the California congressional delegation on behalf of Nevada County, including relevant congressional committee staff.
- Actively participate in appropriate coalitions and working groups in Washington, D.C. on behalf of Nevada County.
- Participate in meetings on Capitol Hill with members of the Nevada County Board of Supervisors and other representatives of the County.
- Provide appropriate counsel and administrative support to representatives of Nevada County for business conducted in Washington, D.C. (e.g., schedule appointments, develop background materials on designated issues, assist in preparing briefing materials for meetings, etc.).
- Prepare quarterly activity reports, as well as periodic summaries and status reports on the County's federal legislative priorities.
- Prepare and complete in a timely manner all registrations and reporting required pursuant to the *Lobbying Disclosure Act* and any other applicable law or regulation associated with performing services pursuant to this Agreement.

EXHIBIT B: Scope of Services

This Scope of Service describes the Town of Truckee and Nevada County's joint participation in and access to federal advocacy services that are provided to Nevada County under a professional services contract with contractor Paragon Government Relations as described in Exhibit "A".

Nevada County entered into a Professional Services Contract with Paragon Government Relations to perform certain professional federal advocacy services, provided in the attached Schedule of Services, for the term of May 1, 2021- April 30, 2022. The Town of Truckee will pay Nevada County \$10,000 to participate in these services as described below:

- County and Town staff will meet monthly to discuss federal advocacy priorities and prepare for meeting with Paragon Government Relations.
- County staff agree to invite Town staff to participate in all legislative advocacy meetings with Paragon Government Relations. Meetings are anticipated to take place monthly.
- Pursuant to the Paragon Schedule of Services, Paragon Government Relations will provide advocacy services, monitoring and reporting on up to three select issues, which may be changed by written agreement. Any changes to the selected issues shall require the verbal consent of both Town and County representatives.