



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

November 20, 2020

AGENDA ITEM 3.20

TO: Regional Transportation Commission

FROM: Denise Thompson
Executive Office Administrator

Bill Thomas, AICP
Executive Director

SUBJECT: Agreement for Supplemental Lobbying Services with Kaempfer Crowell, Ltd.

RECOMMENDATION

Approve the agreement with Kaempfer Crowell, Ltd. for supplemental lobbying services on behalf of the RTC in the amount of \$65,000; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Staff seeks to retain Kaempfer Crowell, Ltd. (Consultant) to represent the RTC before the Nevada Legislature to advocate RTC’s position on matters of funding, policy and regulation, to identify legislative bills and amendments that would impact the RTC, and to build strong legislative relationships on behalf of RTC. In addition, the Consultant will monitor appropriate Bill Draft Requests for potential impacts to the RTC and will also monitor the interim Legislative committees and studies in areas of interest to RTC. In addition, the Consultant will work with outside groups (construction industry, labor organizations, transportation agencies...) to educate them on RTC positions and legislative priorities (Exhibit A).

The term of the agreement is December 1, 2020, to November 30, 2021. The cost of the one year agreement is \$65,000, payable in twelve (12) equal monthly installments (Exhibit B).

Previously, the RTC contracted another Nevada lobbying firm along with Kaempfer Crowell, Ltd., but has chosen not to renew that agreement, thus providing a cost savings of \$22,000 to the RTC.

FISCAL IMPACT

Funding for this agreement is included in the FY 2021 Board approved budget.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action taken on this item.

Attachments

AGREEMENT FOR SUPPLEMENTAL LOBBYING SERVICES

THIS AGREEMENT is dated and effective as of December 1, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC"), and Kaempfer Crowell, Ltd. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC desires to obtain the services of CONSULTANT to provide required supplemental government affairs services, all as more specifically described below; and

WHEREAS, CONSULTANT has the necessary experience and qualifications to perform the required supplemental government affairs services; and

WHEREAS, RTC and CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT's duties hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish the professional services set forth in the Statement of Work attached hereto as Exhibit A (the Scope of Work) in a professional and timely manner.

B. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2020, to November 30, 2021.

C. PAYMENTS TO CONSULTANT

1. Compensation. RTC shall pay the CONSULTANT for the work described in the Statement of Work in accordance with the Payment Schedule attached as Exhibit B.
2. Compensation for Additional Services. If RTC makes a written request for additional tasks or services that CONSULTANT believes to be outside the scope of the work contemplated by this Agreement, CONSULTANT must submit its request for additional charges to the RTC Executive Director for approval prior to any cost being incurred.

3. Method and Time of Payment. Payment for services shall be made in the following manner:
 - a. CONSULTANT shall submit monthly progress reports and accompanying invoices to RTC. Invoices must be submitted to accountspayable@rtcwashoe.com.
 - b. Subject to RTC review and approval of invoices, RTC shall pay CONSULTANT within thirty (30) calendar days after the date of the invoice.
 - c. CONSULTANT shall maintain complete records supporting every request for payment that may become due. RTC shall have the right to receive and copy said records.
4. Compensation after Termination. If this Agreement is terminated, CONSULTANT shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.

D. OTHER PROVISIONS

1. Time is of the Essence. It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the RTC Executive Director.
2. Non-Transferability. This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.
3. Termination.
 - a) RTC shall have the right to cancel this Agreement at its sole discretion upon thirty (30) days prior written notice given pursuant to Paragraph 6 of this section. In the event of such cancellation by RTC, CONSULTANT shall be paid pursuant to section C-1 for work completed through the effective date of termination.
 - b) If CONSULTANT provides notice that it is unwilling or unable to complete the tasks or services contracted to herein, CONSULTANT shall be deemed to be in default. In such event, RTC shall have the option of declaring the contract terminated or hiring another consultant for the remainder of the existing term. CONSULTANT shall be liable to RTC for any reasonable additional consultant fees incurred to obtain replacement services.

4. Hold Harmless. CONSULTANT shall defend, indemnify, and hold RTC, its officials, employees, and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from CONSULTANT's acts or omissions, or the negligent performance of service under the Agreement. Should RTC be joined or named as a party in any claim, suit, action, or other legal proceedings arising out of the services performed by CONSULTANT under this Agreement, CONSULTANT shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorney fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the negligent or intentional acts, of any officer, employee or agent of RTC.

5. Relationship of Parties.

CONSULTANT is an independent contractor to RTC under this Agreement. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by the RTC Executive Director in the exercise of his reasonable discretion, with services being provided by CONSULTANT to RTC or significantly impede or impair CONSULTANT's ability to provide the services contracted for in this Agreement. CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

6. Notices. Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be affected by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the U.S. Mail.

RTC: Bill Thomas, AICP
Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89520
(775) 348-0400

CONSULTANT: Michael D. Hillerby
Kaempfer Crowell, Attorneys at Law
50 West Liberty Street, Suite 700
Reno, Nevada 89501
(775) 852-3900

The person to be served and the address shown above may be changed at any time by notice to the other parties. Service shall be completed upon

personal delivery or three (3) days following the time the notice is sent by U.S. Mail, registered or certified, with postage prepaid.

7. Nevada Law Applies. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe and the parties hereto submit to the jurisdiction of that District Court.
8. Exclusive Agreement. There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.
9. Amendments. No alteration, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Regulatory Compliance. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations, and ordinances.
11. Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KAEMPFER CROWELL, LTD

By:  _____
Severin A. Carlson, Partner

SAMPLE

**EXHIBIT A
SCOPE OF WORK**

1. Represent RTC before the Nevada Legislature. Provide testimony as required and help prepare staff for appearances and testimony before Legislative committees.
2. Identify legislative bills and amendments that would impact RTC and help to develop appropriate responses to those initiatives.
3. Build strong legislative relationships on behalf of RTC.
4. Develop optimum political positioning for RTC by educating lawmakers on the unique role of RTC locally and as a part of the State's transportation system.
5. Monitor appropriate Bill Draft Requests for potential impact to RTC and transmit same to RTC.
6. Monitor interim Legislative committees and studies in areas of interest to RTC.
7. Monitor and engage as necessary with the Southern Nevada Forum (including public agency and legislator members) and RTC of Southern Nevada to understand their Legislative priorities and any impact these may have on RTC Washoe.
8. Work with outside groups (construction industry, labor organizations, transportation agencies...) to educate them on RTC positions and legislative priorities.
9. Assist as directed in RTC's strategic planning.
10. Participate in weekly Federal/State team calls.

**EXHIBIT B
COMPENSATION SCHEDULE**

The total amount paid under this Agreement shall not exceed Sixty Five Thousand and No/100 Dollars (\$65,000.00). For all professional services performed under this Agreement, RTC agrees to pay CONSULTANT in accordance with the following monthly payment schedule, with no additional charges for expenses:

<u>Month/Year</u>	<u>Amount</u>
December 2020	\$5,416.67
January 2021	\$5,416.67
February 2021	\$5,416.67
March 2021	\$5,416.67
April 2021	\$5,416.67
May 2021	\$5,416.67
June 2021	\$5,416.67
July 2021	\$5,416.67
August 2021	\$5,416.67
September 2021	\$5,416.67
October 2021	\$5,416.67
November 2021	\$5,416.63