

# TRI-STRATEGIES, LTD

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## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

### 2019-2020 Communications 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 listed in Appendix A.
3. **Starting and Completion Dates:** The term of this Agreement is from the date of the last signature on this Agreement to June 30, 2020, 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.
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 provided in Appendix B.
9. **Expenses:** Consultant shall be reimbursed by Client for pre-approved (in writing) extraordinary expenses relating to this Agreement in the manner set forth in Appendix C.



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.
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

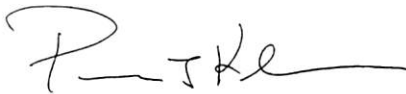


arbitration in Nevada. The arbitration shall be undertaken pursuant to the substantive laws of the State of Nevada and the Federal Arbitration Act. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. The parties knowingly and voluntarily waive their rights to have 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**

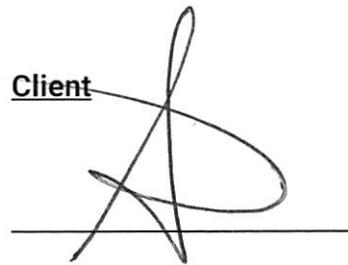


Paul J. Klein

Partner, Tri-Strategies, LTD.

06/18/2019

**Client**



Steven Pinkerton

General Manager, IVGID

7.1.2019

## **APPENDIX A: SCOPE OF WORK**

Tri-Strategies will represent and/or assist IVGID in matters of COMMUNICATIONS AND COMMUNITY ENGAGEMENT.

Through strategy planning, support and collaboration with IVGID staff, Tri-Strategies will work to:

- Increase the effectiveness and consistency of communications
  - Reviewing all communications outputs and make recommendations for improvement
  - Expand the reach
- Help IVGID communicate accurately and consistently
  - Establish a public information plan



- Establish an annual content calendar
- Support IVGID's needs for press and public announcements
  - Gather data, facts, and information for use
  - Preparing press releases and distribute to media and the public
- Facilitate media interview requests with Trustees, staff, and residents
  - Coordination and organization
- Monitor and help address citizen issues
  - Engagement on social and digital media, newsletters, and others
  - Organize proper responses to inform the residents
- Support IVGID's needs for sharing stories, data and statistics to build transparency and trust with the public.
- Create communications plans
  - Create documents for staff reference
  - Facilitate trainings as needed
- Support IVGID's needs for crisis communications
  - Sharing critical information
  - Organize public safety communications

## **APPENDIX B: FEES AND PAYMENT SCHEDULE**

Consultant proposes to complete work on a monthly billing schedule. These fees include our professional time to perform the tasks, and related expenses associated with carrying out the work.

Following are our pricing for the work outlined in APPENDIX A:

***\$4,000 per month***

Invoices will be provided at the end of each month for the previous month's work.

Please make checks payable and mail to:

**Tri-Strategies**  
**59 Damonte Ranch Pkwy, Ste B-552**  
**Reno, NV 89521**

## **APPENDIX C: JOB RELATED EXPENSES**

The Consultant will coordinate with Client regarding reimbursement for advertising, ad buys, marketing costs, events, travel and/or other expenses incurred for work. No expenses will be incurred without prior authorization.



# **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

*Communications Proposal*



# Introduction

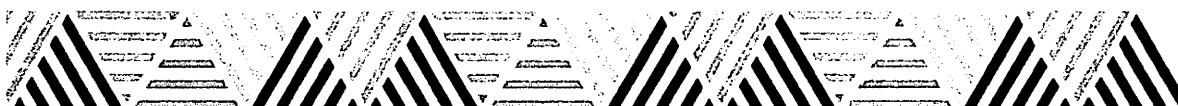
We are thrilled to submit a proposal to **IVGID** for communications support, as we provide more than 50 years of combined experience working on local government projects from communications and community engagement to strategic planning to government relations. In addition, our team is quite familiar with IVGID's mission and structure having represented the District during the 2019 legislative session.

## Proposal

***Communications and community engagement of IVGID's mission, vision, and priorities and furthering transparency and access to information to the public.***

Through strategy planning, support and collaboration with IVGID staff, Tri-Strategies will work to:

- Increase the effectiveness and consistency of communications
  - Reviewing all communications outputs and make recommendations for improvement
  - Expand the reach
  
- Help IVGID communicate accurately and consistently
  - Establish a public information plan
  - Establish an annual content calendar
  
- Support IVGID's needs for press and public announcements
  - Gather data, facts, and information for use
  - Preparing press releases and distribute to media and the public



# Proposal Continued

- Facilitate media interview requests with Trustees, staff, and residents
  - Coordination and organization
- Monitor and help address citizen issues
  - Engagement on social and digital media, newsletters, and others
  - Organize proper responses to inform the residents
- Support IVGID's needs for sharing stories, data and statistics to build transparency and trust with the public.
- Create communications plans
  - Create documents for staff reference
  - Facilitate trainings as needed
- Support IVGID's needs for crisis communications
  - Sharing critical information
  - Organize public safety communications

## Proposed Cost

A monthly retainer fee of \$4,000.



## Partners in brief:



**Paul J. Klein** is a political and public affairs expert with over 15 years of experience working on governmental matters. He's a former communications director for the City of Reno and creative director for a national advertising and public relations agency. He holds an M.B.A. from the University of Nevada.



**Eddie Z. Ableser** served as a lawmaker for over a decade in Arizona advocating on policies from healthcare to education to public safety. He served as a director over multiple Nevada government agencies (Mental Health, Aging and Disability Services). He holds a Ph.D. in Systems and Social Inquiry from Arizona State University.



**Ricky D. Gourrier, Sr.** is a veteran public-policy expert. He has extensive experience in the fields of education and nonprofit management. Prior to joining Tri-Strategies, he lead government affairs efforts for Communities in Schools. He holds an M.B.A. from University of Phoenix.



**Victor M. Salcido** is a licensed attorney who previously served as Deputy Legislative Counsel to the Nevada Legislature where he drafted and reviewed legislation and regulation language. He holds a J.D. from the University of Arizona.





# THANK YOU.

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