

# **Reeb Government Relations, LLC**

1107 9<sup>th</sup> Street, Suite 230  
Sacramento CA 95814  
Phone: 916-558-1926  
Facsimile: 916-558-1932  
robertreeb@comcast.net

## **LOBBYING FIRM RETENTION AGREEMENT**

The following constitutes a lobbying firm retention agreement between **REEB GOVERNMENT RELATIONS, LLC** (“RGR” hereinafter), or its legal successor in interest, and **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** (“TRLIA” hereinafter), or its legal successor in interest.

1. **SERVICES TO BE PERFORMED**—TRLIA engages the services of RGR as an independent contractor with the responsibility for providing advice and representation on behalf of TRLIA relating to California state government matters pertaining to flood improvement work and ecological restoration. Such services shall include:

- A. Representation before the California Legislative and Executive branches of government in regard to TRLIA’s financial, construction, operation and maintenance issues related to flood improvement work and ecological restoration.
- B. Research and analysis of state laws, regulations and guidelines and related initiatives; drafting legislation and amendments thereto relating to such initiatives.
- C. Legislative reporting services as may be required by TRLIA.
- D. Participation and attendance at meetings, upon request by TRLIA, including, but not limited to, meetings related to issues management and formation of lobbying coalitions.

RGR will work under the direction of the TRLIA Executive Director and will coordinate services to be performed with same.

2. **TERMS OF PAYMENT**—TRLIA will pay RGR, according to terms and

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conditions set forth herein, a fee of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for the period of October 1, 2014 through September 30, 2015. This amount shall be paid in twelve (12) equal installments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) due on the first (1<sup>st</sup>) of each month through September 2015, inclusive. Payment shall cover all time expended by RGR personnel unless otherwise agreed to by RGR and TRLIA.

- A. Invoices shall be submitted monthly by RGR for payment by TRLIA. Payment is past due the next business day following the fifteenth of the month. If TRLIA has any valid reason for disputing any portion of an invoice, TRLIA will so notify RGR within seven (7) calendar days of receipt of invoice, and if no such notification is given, the invoice shall be deemed valid. The portion of RGR's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.
  - B. A finance charge of 1.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by TRLIA will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by TRLIA. If payment of invoices is not current, RGR may suspend performing further work.
3. **INDEPENDENT CONTRACTOR**—It is understood that RGR will function as an independent contractor and will hold itself out as such and will be without authority to obligate TRLIA for indebtedness, contracts, or other legal obligations.
  4. **POLITICAL REFORM ACT**—RGR will be solely responsible for its filing and reporting obligations pursuant to the Political Reform Act of 1974, as it may be amended from time to time. TRLIA will be solely responsible for its filing and reporting obligations pursuant to the Political Reform Act of 1974, as it may be amended from time to time.
  5. **GOVERNING LAW** - This agreement shall be governed by and construed pursuant to the laws of the State of California.

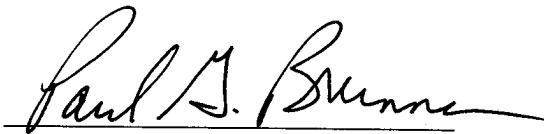
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6. ENTIRE AGREEMENT - This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

7. TERM OF AGREEMENT—The engagement shall be subject to review at any mutually agreed upon time. Either party may terminate this engagement without cause by giving written notice at least thirty (30) days prior to the date of termination. TRLIA's obligation to pay any further monthly installments shall cease upon the date of the termination and TRLIA shall have no further monetary obligation to RGR as of that date of termination. This agreement becomes effective on October 1, 2014 and shall terminate on September 30, 2015, unless further extended upon the mutual consent of the parties.

**THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY**  
1114 Yuba Street, Suite 218  
Marysville CA 95901

**REEB GOVERNMENT  
RELATIONS, LLC**  
1107 9<sup>th</sup> Street, Suite 230  
Sacramento CA 95814



By: Paul G. Brunner  
Executive Director

Date: **SEP 16 2014**



By: Robert J. Reeb  
Managing Officer

Date: **9-11-2014**