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Washington, DC 20003  
Phone: 202-222-8825  
Web: [www.rosemontstrategies.com](http://www.rosemontstrategies.com)

## CONTRACT

February 14, 2018

Mr. Hardy S. Bullock  
Director of Aviation and  
Community Services  
10356 Truckee Airport Road  
Truckee, CA 96161

This Agreement (“Agreement”) sets forth the terms and conditions of the agreement between Rosemont Strategies, Inc. (“Rosemont”) and the Truckee Tahoe Airport District (“The Client”), located in Truckee, California.

### Article 1 – Scope of Services

#### 1.1 Scope of Services.

At the Client’s direction, Rosemont will work with Capitol Hill, specifically the committees of jurisdiction, to support the client’s agenda, which include the following:

- Gaining approval of a cost share agreement and authorization to install an ADSB ground station for certified surveillance of aircraft.
- Assisting the District in gaining acceptance to the Federal Contract Control Tower Program.
- Promoting and assisting the District with approval of certified flight procedures and equipment used to enhance safety and reduce annoyance at the airport.

Rosemont will work with the Trump Administration to support the Client’s agenda and help identify additional Federal opportunities for the Client.

Rosemont will work with the Client’s Washington-based trade associations to ensure that the Client’s interests are represented.

## Article 2 – Period of Performance

2.1 Period of Performance. The Period of Performance will commence on March 1, 2018, and conclude on February 28, 2019.

Continuation. Following February 28, 2019, this contract will continue on a month-to-month basis until replaced by a new contract or terminated by either party with 30-days written notice.

## Article 3 – Staffing

3.1 Staffing. Staff for this scope of work will include but is not limited to the following Rosemont personnel:

### Rosemont Strategies

Scott Brenner  
Kyle Mulhall

3.2 Substitution. The Client understands and agrees that Rosemont may substitute another similarly qualified staff member to perform the Services. The Client also understands and agrees that Rosemont may, from time to time and at its discretion, augment the above-referenced staff, as needed, to perform the agreed-upon Services.

## Article 4 – Fees and Expenses

4.1 Fees. Based on the above scope of work, Rosemont will be compensated by a monthly retainer of \$4,000.00 per month. Additional work, which falls outside the scope of work detailed in this contract, must be approved by the Client and will be billed separately at Rosemont's current hourly rates.

4.2. Travel Expenses. The Client also agrees to reimburse Rosemont, at cost, for expenses incurred for meals and non-local travel (i.e., transportation, lodging, meals and related expenses) authorized by the Client.

## Article 5 – Client Invoices

5.1 Monthly Invoices. Rosemont shall provide the client with monthly invoices detailing its fees and expenses.

For services, the client will be invoiced for services, in advance on a monthly basis, along with the six percent professional fee outlined in section 4.2 (a) ("Out-of-Pocket Expenses"). Invoices will be sent on or about the 1<sup>st</sup> of each month and payment is due upon receipt.

For travel expenses, the client will be invoiced after costs are incurred. Payment is due upon receipt.

5.2 Late Payments. Rosemont reserves the right to impose an interest charge equal to its own borrowing rate for any invoice payment outstanding more than 30 days. Rosemont may also stop work on Client accounts that are overdue. In the event Rosemont must suspend work because of the Client's failure to pay its Monthly

Invoices in a timely fashion, Rosemont shall have no liability to the Client for delay or damage caused because of such suspension of work.

#### Article 6 – Modification or Stopping of Work

6.1 Modifications or Stopping of Work. The Client shall have the right to modify or stop any schedules or work in progress under this agreement; and in such event, Rosemont shall immediately take proper steps to carry out such instructions. However, in any such case, Client, agrees (i) to assume Rosemont's liability for commitments made to third-party vendors in respect of such work; (ii) to pay Rosemont in accordance with the terms and provisions of this Agreement and (iii) to indemnify Rosemont for all claims and actions by third parties for damages in consequence of Rosemont's carrying out the Client's instructions.

#### Article 7 – General Provisions

7.1 General Indemnification. The Client will indemnify Rosemont against any loss or expense which Rosemont may incur as the result of any claim, suit or proceeding made or brought against Rosemont, or in which Rosemont is asked to participate, based upon information provided or approved by the Client prior to its dissemination, production or publication, as well as any claim or suit brought against Rosemont as a result of its following the instructions of the Client, except for any loss or expense arising out of, either directly or indirectly, Rosemont's negligent acts or omissions. The obligations of this paragraph will survive the expiration of this Agreement.

7.2 Confidentiality. Rosemont shall use its best efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by the Client and to avoid any dissemination of any such information or materials without the Client's explicit prior approval.

7.3 Performance of Subcontractors and Suppliers. Rosemont will endeavor, to the best of its ability, to guard against any loss to the Client through the failure of subcontractors and suppliers to execute properly their commitments, but Rosemont shall not be held responsible for any such failure on the part of such subcontractors or suppliers.

7.4 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, but excluding the conflict of laws rules thereof. In any dispute between the parties concerning any alleged breach of this Agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees and expenses.

7.5 Assignment. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

7.6 Partial Invalidity. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said legality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal and invalid provision had never been included herein.

7.7 Ownership. Rosemont acknowledges and agrees that any materials developed or created on behalf of the Client or a related entity in connection with the Services (a "Deliverable") are being created and developed as a Work Made for Hire as defined by U.S. copyright laws and are owned by the Client. However, Rosemont may make routine use of the final work product developed pursuant to this Agreement as templates or exemplars, provided that any materials provided to third parties that are based upon such final work product cannot be

identified as relating to the Client. Rosemont will own copyright, title, and interest in the methodologies used by Rosemont to develop the final work product produced pursuant to this contract, as well as any drafts or other non-final work product. Rosemont agrees not to publish any drafts or other non-final work product if such publication can be identified as relating to the Client.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior discussions, negotiations, or agreements with respect to the subject matter hereof. It may be changed only by a written agreement signed by the Parties.

7.9 Notice. All notices hereunder shall be in writing and shall be deemed delivered upon personal delivery, delivery by Federal Express or another national recognized express delivery service, receipt requested, or three (3) days after deposit in the U.S. mail, first class postage prepaid, certified, return receipt requested, addressed as follows or as indicated by written notice of change of address:

Truckee Tahoe Airport

Mr. Hardy S. Bullock  
10356 Truckee Airport Road  
Truckee, CA 96161

Rosemont:

Scott Brenner  
Rosemont Strategies, Inc.  
316 Pennsylvania Avenue, SE  
Suite 501  
Washington, DC 20003

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

By: 

By:

Scott Brenner/Partner  
Rosemont Strategies, Inc.

Mr. Hardy S. Bullock  
Truckee Tahoe Airport

Date: February 14, 2018

Date: