

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
September 1, 2026**

The Honorable City Council met at a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Trent deBraga
City Clerk Treasurer Michael O'Neill
Chief Daniel Babiarz
Captain John Riley
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No further comments were noted.

2026.

Councilman Harmon motioned to approve the Council Meeting Minutes for July 7, 2026 with no corrections; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible action to approve a contract with R & R Partners for Federal and State Governmental Affairs Services providing for a monthly retainer of \$20,000 per month. Travel and related expenses as needed would be billed at cost upon approval of the Mayor.

Chief of Staff Bob Erickson stated that historically the City of Fallon has for the past 40 years recognized that it is imperative to retain advocacy and expertise for Federal, State, and regulatory issues. The complexity of the City of Fallon's operations requires city leadership with due diligence to retain the services of a government affairs services organization to protect the interest of the City. State and Local Governments have become more interdependent than ever before in our nation's history and communication and compliance with congressional offices, the executive branch, agencies, and administration offices in coordination with Nevada State Legislature, the Governor, the state agencies and regulators. R&R'S Federal team is led by Sr. Vice President Ryan McGinness, a Fallon native with 25 years of experience providing government affairs experience in Washington D.C. R&R's State team is led by Pete Ernaut who has worked with Mayor Tedford and me for over 35 years at all levels of government with extensive experience in infrastructure development. The R&R team led by Ryan McGinness and Pete Ernaut do the coordinated Federal and State representation needed during these challenging times. This Contract provides for a \$20,000.00 per month retainer with 30-day notice by either party for termination of the contract.

Mayor Tedford thanked Bob for the history on this item. We have been with several groups over the last 40 years, as Bob mentioned, or maybe a little bit longer. We have always had representation in Carson and in Washington D.C., and it has served us very well. I always tell people, if you would have asked me, 20 or 30 years ago if we were going to have a consultant in Washington or Carson, I would have told you that I didn't think that would be necessary. All of a sudden, things have happened that I have seen clearly why there is a reason for this. I know the County has representatives in the Legislature and also in Washington. We can point out various places where that representation has come to our aide. I will give you one right off the bat. When we were dealing with the Federal EPA over the arsenic standards, we had representatives in Washington and even in Carson. We dealt with the EPA in Carson through the Federal EPA, which gives them control over how we address EPA issues on our side through Carson. We needed representation at that time, on both sides. We got into an argument with

the EPA about the standards and lost right away. They were able to argue that point for us, and we went to San Francisco and also D.C. Then, when this plant ended up being 18 million dollars, we had to fund 2 million, and we were able to have the Federal Government fund 16 million. So, there was an overrun of 2 million, which made it a 20-million-dollar plant. The Federal Government, through our lobbyists back east, were able to get them to fund the additional 2 million. So, 18 of those 20 million dollars were funded by the Federal Government. It was only through their help that we got that done. We traveled to Washington, and they were setting up all the meetings. This is just one example of how they have helped us throughout the years on various issues. As you know, we were with the Furman Group for a long time, and then we were with the Porter Group. The staff working with them probably just needed a change and we have been without anyone for about 6 months. It has been a little frustrating for us because these are the people that walk in the door and set the table for you, in order for you to be able to explain what you need. We know the Legislature is starting soon and one thing that we need to always keep in mind is the Legislature meets all year long now. They may not be in session, but they are having interim committees. One in particular, that is important to us, is Interim Finance. We have put several projects before them. Some we have gotten money for, and some we haven't. We feel, with R&R partners, we have a better chance of succeeding. It is critical, with a City of our size and all of the infrastructure and utility accounts that are constantly requiring capital improvements and often bump up against the Federal Government, to have someone there to help us navigate those issues. Especially with the electric utility. There have been many issues in Congress and in the Legislature that the Nevada League of Cities lobbyists cannot track for us. Having our own person in that building is of immense value when they start talking electric things that are important to us. That is why we have done it for 40 years. This is very important to the City. I think that Bob explained it well. We are fortunate to have Ryan McGinness, who grew up in Fallon and kind of understands our operations. He will come visit with us, later this month, and really understand by the time he leaves here how important it is to us. Their State Legislative person will understand it a lot better. They kind of get a tour of the City and it makes an impression in their mind. They bring those staff from Washington. Part of this Kaiser and Auction Road project, that we are rebuilding, was because I drove staff members from 3 congressional offices, and we hit every bad spot on those roads. I told them, even when I was driving on what looked like the shoulder of the road, that this was street I was driving on. I made them get out, at one point, to see what it looked like. I told them to look down at our potholes, that is not what you call potholes in Washington. We then later got funding for Auction and Kaiser, which are going to be rebuilt fairly soon. We got 4.4 million for Kaiser and 3.6 million for Auction, to clean those streets up for good. We will put curb, gutter, and sidewalks on them as well. That was just driving down those streets with the lobbyists and the representatives from Senator Cortez Masto, Senator Rosen, and Congressman Mark Amodei's office. They could feel and see it. Then, they went back and kept pushing those staff members to talk to those senators and congressmen. They are very important because we just can't go and do that. I know that bigger cities, like Reno, go back every 3 or 4 months to go visit with them, with their lobbyists, and that isn't something we can do here. So, with that said, Bob and I will entertain any questions the Council or public has.

Councilwoman Frost agreed with Mayor Tedford. I believe it is vital to have a good lobbying team in both Carson City and Washington D.C. Does R&R represent other municipalities within the state? I am sure they do in D.C. as well.

Chief of Staff Bob Erickson stated that they have a broad-based clientele. I am not sure which ones they represent in Washington D.C., but they do, as the Mayor alluded to, have an

extensive knowledge of representation in the power industry. I don't believe they represent any other municipalities on the State level. They are very well connected with the agencies, and of course the Executive Branch.

Mayor Tedford stated that the City employed R&R before when we went through the leukemia crisis. Governor Guinn came here and had a big round-table meeting. I don't know how he did it, but he told the press that they couldn't be in the meeting. He had all the elected officials there, in an open meeting, so I am not sure how that works with the open meeting laws. He just told them they had to get out. Afterwards, I met with him, just by myself. At the time, I was fielding about 19 press calls a day, and I was really overwhelmed. I asked him if we should hire some kind of firm to help us. He said, if you don't hire them for you, you need to hire them for the State because we are getting overwhelmed with calls, and they had a PA. He recommended R&R. So, we hired them the next day, and they were here, every day through that whole crisis. Dale Erquiaga and Danielle Swift came every day, and the resources they had were excellent because it wasn't just those 2. They sent information to their whole staff, at the time, in Vegas, Reno, and Carson. The lady that led their team in Carson was tremendous. I ended up testifying in the Legislature over it. She helped walk me through on how it was going to go, and she pretty much knew how everyone was going to question me and she was right on most of it. As Bob said, who they represent is so broad, but their whole team is quite large and they have many resources. I feel really comfortable with them. Especially, knowing that we can call Ryan because we have known him since he was a toddler. We can call and tell him that we need something fixed, and he will fix it. I know that he meets with congressmen and senators a lot for his other clients. That familiarity is very good for us.

Councilman Harmon stated that he was looking at the monthly payments for R&R. I did my research, and started thinking more about this, and how important it is to have this representation, not only in Carson City, but also in Washington D.C. Compared to what we paid the other two firms for consulting; we are now consolidating those services into one payment to one firm and paying a little more. Times have changed, and we haven't increased what we paid those firms in quite a while. I think spending the extra money will be beneficial for us. With that being said, it is still a lot of money per month. However, if we can get some of the projects, we have identified funded, either federally or through the State, this cost is minimal in comparison. Some of these projects need to be completed, and we need federal and state assistance to make that happen. In my opinion, consolidating these services into one group that can work together on both federal and state projects and ideas, and lobby on our behalf, is going to be beneficial for us in the long term. I think we are moving in the right direction.

Mayor Tedford stated that when we totaled the earmarks last, the number was approximately 28 million. The way that they did earmarks, is not like how we used to do them. Like, when Senator Reid was in office. He would just send that money to the Clerk's office. When I was dealing with him on the plant, and I told him how much money we would need, all the sudden, money would start coming into Gary's office, at the time. The Senate set it up this time, where it goes to a federal agency and then the federal agency has to disperse the money. We almost had to reapply for the earmark. A lot of ours were centered around the EPA in San Francisco, which has never been our best friend since the battle over arsenic. That ultimately ended with Bob signing an agreement that we would treat the arsenic and then ended up with me implementing the treatment. I think we have had at least one earmark partially come through during that time, with those earmarks going back to 2021. The money has never dropped from these federal agencies. This is what we were expecting our lobbyists to get done. I think that they will help with that money dropping. The problem we are finding now is that a project that might have cost 6 million dollars before is probably a 9-million-dollar project today. We are

going to either have to cut somewhere or try to figure out where we are going to find that other 3 million dollars. This is just an example. One year, I said, we aren't submitting any earmarks. The police have one for 1 million dollars that I said okay to because it was supposed to be outside the earmark system and more of a channel to them. It has been very frustrating, having that kind of money, knowing that Congress granted it to you, and yet the federal agencies aren't dropping it to you. This will be our first priority with R&R. To have them learn all our earmarks and try to get to the federal level. That is a whole different avenue to pursue, trying to get them to provide us with the funding so we can get some of these projects completed before the costs escalate to the point where the City can no longer afford to do them. Then, who is the loser? It isn't us. It is the citizens that lose because of those projects we do for the citizens, and all our infrastructure. I think you are right. I can't recall what we were paying McDonald & Carano. We paid the Porter Group \$8,000 a month. I remember General Herbert was here on a Thursday, and he said that we haven't changed that \$8,000 since we were hired years ago. I told him that I understood that. He told me that we are going to talk about raising that, and I told him that I understood. He said, when I come back next time, we will have a hard number for you, and we will talk about that number. As you know, that following Friday, he was killed in a car accident, so they never talked about it again. I don't know what that would have raised to. My idea was that it was going to double. I think the price is more than fair for 2 lobbying groups for the State and Feds. I was actually surprised that this was so low.

Councilwoman Karla Kent stated that she thinks it is very nice that it isn't much more money that we were paying the other 2. So, we aren't adding that much expense for getting such a powerful entity.

Mayor Tedford inquired on whether there were any further comments or questions from the Council or the public.

No further comments were noted.

Councilman Harmon motioned to approve a contract with R & R Partners for Federal and State Governmental Affairs Services providing for a monthly retainer of \$20,000 per month. Travel and related expenses as needed would be billed at cost upon approval of the Mayor; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No further comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No further reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:26 a.m.

Ken Tedford

Mayor Ken Tedford

Michael O'Neill

Attest:

Michael O'Neill, City Clerk-Treasurer

AGREEMENT

THIS AGREEMENT is entered into by and between City of Fallon ("Client") and R&R Public Affairs, LLC, A Nevada limited liability company ("Agency").

ARTICLE I TERM

Section 1.01 This Agreement shall become effective as of September 1, 2026 and may be terminated by either Party upon 30 days written notice to the other Party.

ARTICLE II

SERVICES TO BE PERFORMED BY AGENCY

Section 2.01 Specific Services: Agency shall provide the following Government Affairs Services to Client:

Federal

- (a) Understand Client's policy priorities and build a federal government affairs strategy to accomplish initial goals;
- (b) Represent Client before Congress, the administration and relevant federal agencies;
- (c) Pursue federal appropriations including community project funds/congressionally directed spending and garner support from the federal delegation;
- (d) Identify opportunities to engage in emerging legislation that could help the Client's goals, including public lands bills, new grant programs, and upcoming reauthorizations;
- (e) Identify and facilitate opportunities for members of the federal delegation to visit the Client around key milestones and events;
- (f) Schedule and facilitate D.C. fly-ins for Client's leaders to meet with the federal delegation of Capitol Hill to discuss policy priorities; and
- (g) Identify opportunities for Client's leaders to engage with aligned organizations, coalitions, and associations to elevate Client's profile in pursuit of shared policy priorities.

Nevada

- (a) Understand Client's policy priorities and build a state government affairs strategy to accomplish its initial goals;
- (b) Identify and lead legislative opportunities on behalf of the Client during Nevada's legislative sessions, including special sessions, and before interim committee meetings;
- (c) Serve as support leading up to and during the Nevada legislative session;
- (d) Help coordinate and facilitate meetings and convening opportunities with elected officials, state level government entities, and community stakeholders, when appropriate; and
- (e) Provide guidance for strategic government, community and political issues.

Additional services may be requested by Client and are subject to separate agreement.

Section 4.03 Indemnification

- (a) Client shall indemnify, defend, and hold Agency harmless from and against any loss, cost, liability, or damage (including reasonable attorneys' fees and costs) resulting from any claim, suit, or proceeding (threatened or otherwise) made or brought against Agency or where Agency is named in a case on Client's account (i) based upon Client's breach of any representation, warranty, or obligation under the Agreement; (ii) based upon Client's negligent or intentional acts or omission; (iii) based upon information or materials provided by Client; or (iv) based upon the use of Client's products and/or services.
- (b) Agency agrees to indemnify, defend, and hold Client harmless from and against any loss, cost, liability, or damage (including reasonable attorney's fees and costs) resulting from any claim, suit, or proceeding (threatened or otherwise) made or brought against Client, (i) based upon Agency's breach of any representation, warranty, or obligation under the Agreement; (ii) based upon Agency's negligent or intentional acts or omission; (iii) for violation of the rights of privacy or publicity, copyright infringement, libel, slander, defamation, or plagiarism, that arises from advertising created and produced by Agency, which materials are used by Client without modification; provided, however, this indemnification obligation shall not apply to any materials or information supplied by Client to Agency.

ARTICLE V

TERMINATION

Section 5.01 Termination: This Agreement will continue in full force and effect from the Effective Date until terminated by 30 days' prior written notice given by either party to the other. The rights duties and responsibilities of Agency shall continue in full force during the period of notice. Notwithstanding the foregoing, should Client fail to pay any amount when due, Agency reserves the right to terminate this Agreement immediately.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of four (4) days after mailing.

Section 6.02 Entire Agreement: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by Agency for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any

party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties to this Agreement.

Section 6.03 Severability: If any provision of this Agreement is held to be invalid or unenforceable, then said provision shall not invalidate the remainder of this Agreement.

Section 6.04 Waiver: The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 6.05 Dispute Resolution: Prior to initiation of legal action and except where injunctive relief is sought, each party must attempt to resolve any dispute in good faith promptly by negotiation between executives who have authority to settle the dispute and who are at a higher level of management within each parties' organizations than the parties' appointed contract administrators. If attempts to resolve disputes are unsuccessful, the parties agree that the venue for any action shall be Churchill County, Nevada. This Agreement shall be governed and interpreted in accordance with the laws of the State of Nevada. The prevailing party shall be entitled to recover reasonable attorney fees and costs.

Section 6.06 Authorization to Sign: The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

AGREED AND ACCEPTED

CLIENT:
City of Fallon
55 W. Williams Avenue
Fallon, Nevada 89406

AGENCY:
R & R Public Affairs, LLC
900 Pavilion Center Drive
Las Vegas, Nevada 89144

BY: _____
Ken Tedford

BY: _____
Peter Ernaut

TITLE: Mayor

TITLE: Chief Government Relations Officer

DATE: _____

DATE: _____