

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2015-54

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE CITY MANAGER TO CONTINUE TO CONTRACT WITH ALASKA ASSESSMENT ASSISTANCE AS A NEW OWNER

WHEREAS, the City has a current contract with Alaska Assessment Assistance which is a sole proprietorship with the owner being Donald "Marty" McGee; and

WHEREAS, the Mr. McGee has taken employment with the State of Alaska as a State Assessor; and

WHEREAS, his duties and responsibilities in the office of the State Assessor does not allow him to continue in a contractual relationship with the City of Dillingham; and

WHEREAS, Mr. McGee has notified us that he has transferred ownership of his business to Robert Dudley who has been working with him for the past 6 months; and

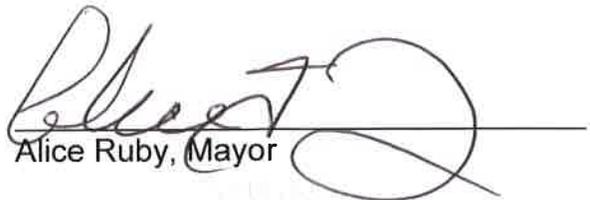
WHEREAS, the contract with Alaska Assessment Assistance was for 2014, 2015 & 2016; and

WHEREAS, our attorney is recommending that we sign a new contract with Alaska Assessment Assistance with Robert Dudley as the owner after we get all parties to sign a novation agreement approving the transfer of the ownership; and

WHEREAS, once the contract expires in 2016 the City will go out with a new RFP for assessment services;

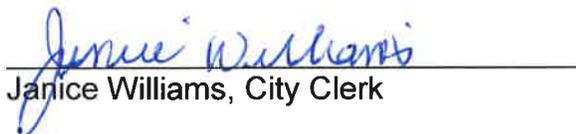
NOW, THEREFORE, BE IT RESOLVED that Dillingham City Council authorizes the City Manager to contract with Robert Dudley as the new owner of Alaska Assessment Assistance after a novation agreement is signed by all parties.

PASSED and ADOPTED by the Dillingham City Council on September 10, 2015.


Alice Ruby, Mayor

ATTEST:

[SEAL]


Janice Williams, City Clerk

City of Dillingham Information Memorandum

Agenda of: September 10, 2015

Attachment to:

Ordinance No. _____ / Resolution No. 2015-54

Subject:

Continue to contract with Alaska Assessment Assistance with a new Owner

City Manager: Recommend Approval

Signature: Rose Doera

Fiscal Note: Yes No

Funds Available: Yes No

Other Attachments:

- Novation Agreement

Summary Statement:

The City was notified the end of August that Don "Marty" McGee has accepted a position as a State Assessor. He begin his work in this capacity on August 25, 2015. His duties and responsibility in the State Assessor office will not allow him to have a contractual relationship with the City of Dillingham.

The contract that we have with him is for assessment services from 2014 - 2016. He has been working with Robert Dudley for the last six months and is now transferring ownership of his sole proprietorship business, Alaska Assessment Assistance, to Mr. Dudley.

Staff has discussed this transfer and feels it's in our best interest to work with Mr. Dudley until the end of the contract. We will have the opportunity to go out for another RFP at the end of the contract period. The last time we had an RFP for assessment services the only company that put in a bid was Alaska Assessment Assistance.

We have discussed the changing of the owners of the business with our attorneys, and they advise a new contract as well as a novation agreement signed by all parties.

Attachment to:
Ordinance No. _____ / Resolution No. 2015-54

Summary Statement continued:

Route to	Department Head	Date
X	Finance Director	
X	City Clerk	

Novation Agreement

_____ (Transferor); _____
(Transferee); and the City of Dillingham (City) enter into this Agreement as of _____
[insert the date transfer of assets became effective under applicable State law].

(a) The parties agree to the following facts:

(1) The City has entered into a contract with the Transferor, namely: Agreement for Professional Services For Tax Years 2014, 2015, 2016. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the City and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the City and the Transferee, on or after the effective date of this Agreement.

(2) As of _____, 2015, the Transferor has transferred to the Transferee certain assets of the Transferor by virtue of a _____ [insert term descriptive of the legal transaction involved] between the Transferor and the Transferee.

(3) The Transferee has acquired certain assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the City's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the City.

(b) In consideration of these facts, the parties agree that by this Agreement-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The City recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.

(6) All payments and reimbursements previously made by the City to the Transferor, and all other previous actions taken by the City under the contracts, shall be considered to have discharged those parts of the City's obligations under the contracts. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the City's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-

- (i) Assumes under this Agreement; or
- (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement.

Each party has executed this Agreement as of the day and year first above written.

City of Dillingham

By _____

Title _____

Don M. McGee d/b/a Alaska Assessment Assistance

Robert Dudley d/b/a _____