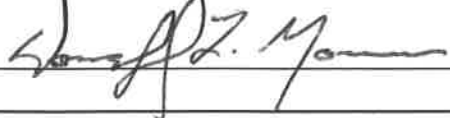


Action Memorandum No. 2017-11

Subject:

Contract Amendment No. 3 extending a contract with Consulting Alaska for lobbying services

City Manager: Recommend Approval

Signature: 

Fiscal Note: Yes No **Funds Available:** Yes No

Other Attachments:

- Contract Amendment No. 3

Summary Statement:

The City continues to need to monitor legislative, administrative, and regulatory actions of the States especially those that could impact our community. The City also submits annual requests for funding assistance to the Governor and Legislature for key infrastructure project and actively promotes these projects.

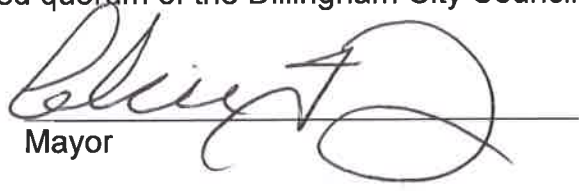
The City has been contracting with Consulting Alaska since May 2012 and has been satisfied with the services. The current Contract Amendment No. 2 expires on June 30, 2017 and includes an option for an extension based upon a satisfactory review by the Mayor and City Council.

Mr. Cliff Stone of Consulting Alaska is offering his services for another two years through June 30, 2019, for an amount not to exceed \$31,000/per year that includes any travel expenses to Dillingham on a reimbursable basis not to exceed \$1,000. The City budgeted \$31,000 for FY2018.

Action Memorandum No. 2017-11

Summary Statement continued:

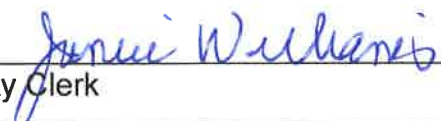
PASSED and APPROVED by a duly constituted quorum of the Dillingham City Council on 6/15/17.



Mayor

ATTEST:

[SEAL]



City Clerk

Route to	Department Head	Date
X	Finance Director	
X	City Clerk	

CONTRACT AMENDMENT NO. 3

WHEREAS, the City of Dillingham has contracted with Consulting Alaska for State lobbying services; and

WHEREAS, the original term covered by the contract was May 1, 2012 through June 30, 2013, a one-year contract with an option for an extension based upon a satisfactory review; and

WHEREAS, the Council approved an extension, Amendment No. 1, a two-year extension through June 30, 2015, and again approved an extension, Amendment No. 2, a two-year extension through June 30, 2017;

WHEREAS, both parties desire to once again renew the contract and in doing so incorporate the amendments set forth herein:

NOW, THEREFORE, BE IT RESOLVED that the City of Dillingham (City) and Consulting Alaska (Consultant) do hereby agree to extend the May 23, 2012 Contract according to the terms stated below:

- A. The City is further extending the contract to Consultant until June 30, 2019;
- B. City agrees to pay Consultant \$2,500 a month for lobbying services plus any travel expenses to Dillingham on a reimbursable basis not to exceed \$1,000 for a total yearly contract not to exceed \$31,000.
- C. All other terms and conditions of the May 23, 2012 Contract continues to apply and bind the parties to the extent not expressly provided herein. In the event of a conflict in terms, the terms set forth in this renewal shall apply.

The parties agree and covenant that all terms of the original agreement not expressly amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below:

City of Dillingham

Consulting Alaska

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Dillingham
Fiscal Note

Agenda Date: June 15, 2017

Contract extension w/ Consulting Alaska (Cliff Stone) for lobbying service.

ORIGINATOR: Don Moore

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$62,000		FUNDING SOURCE General Fund	
FROM ACCOUNT 1000 7025 10 11 \$62,000		Project Lobbying Service FY18 & FY19	
TO ACCOUNT:	VERIFIED BY: Navin Bissram	Date:	6/13/2017

EXPENDITURES

OPERATING	FY18	FY19		
Lobbying Service	\$ 31,000.00	\$ 31,000.00		
TOTAL OPERATING	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -

CAPITAL				
---------	--	--	--	--

REVENUE				
---------	--	--	--	--

FUNDING

General & Special Rev. Funds	31,000.00	\$ 31,000.00		
State/Federal Funds				
Other				
TOTAL FUNDING	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -

POSITIONS

Full-Time				
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

See Action Memorandum 2017-11

PREPARED BY: Navin Bissram

June 13, 2017

DEPARTMENT: FINANCE

APPROVED BY: Don Moore

June 13, 2017

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 8th day of May, 2012, by and between Clifford Stone, dba Consulting Alaska, Ian Fisk, dba Fiskar North, and Greg Fisk, dba SeaFisk Consulting acting as a consulting team and collectively referred to as "Consultant" or "Consultant Team" and the City of Dillingham ("City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS the City is in need of a professional lobbying service to represent the City of Dillingham's interests at the state level and to provide professional advice to the Mayor, City Council, and City Manager regarding lobbying efforts; and

WHEREAS the City is desirous of engaging the services of Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the City Manager or the City Council. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Work," incorporated herein by reference and such other duties as requested by the City Manager or the City Council.

2. Time of Performance

The Consultant shall proceed immediately to perform the work described in Appendix A; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which the Consultant requests payment under this Agreement to exceed the amount set forth in paragraph 3 without the prior approval of the City. Consultant shall complete all services in accordance with the schedule set forth in Appendix A. The contract term shall be from May 1, 2012 through June 30, 2013, with an option for an extension based upon a satisfactory review by the Mayor and City Council of services provided.

3. Fee and Reimbursable Expenses.

The City shall pay Consultant a fee not-to-exceed the amount of \$28,000 and agreed reimbursable expenses as follows:

- a. coach airfare, hotel, meals and associated costs for travel to Dillingham for purposes of collaboration on matters related to the contract, based on receipts submitted, for each member of the Consultant Team;
- b. Annual APOC registration fees of \$250 for each member of Consultant Team due on Jan.1 2013. (Consultant team shall pay the APOC registration fees of \$250 each due upon initial registration following execution of this contract and covering the remainder of 2012.);
- c. any additional travel and other reimbursable expenses shall be pre-approved by City.

4. Payments

The City agrees to make payments to Consultant for services in monthly increments of \$2,000.00, and for costs as incurred, provided Consultant submit one (1) copy of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

The Consultant shall submit a single invoice monthly at the end of each month. The monthly Invoice shall be accompanied by a single monthly activity report detailing work and accomplishments.

All invoices are otherwise due and payable within thirty (30) days of receipt by the City.

The City agrees to make payment directly to the accounts of each member of the Consulting Team at Wells Fargo bank in the amounts stated on the monthly invoice. The total payments made to the Consultant team each month shall not exceed \$2,000.00 plus eligible reimbursable costs.

5. Services Supplied by City

City shall provide Consultant with a vehicle for their use on each occasion the Consultant is performing work as the City's Consultant in Dillingham during the term of the agreement.

6. Independent Contractor Status

Neither this agreement, nor anything contained herein, shall be construed to extend to the Consultant Team the right to act as agent for Dillingham, nor grant to the Consultant Team any power of agency, whether actual, apparent, or implied. In performing under this Agreement, Consultant Team acts as independent contractors and shall have responsibility for and control over the details and means for performing the services required hereunder.

7. Personnel / Subcontracting

Consulting team shall perform all duties outlined under the Scope of Services for this contract. The parties understand that all work is to be carried out by Cliff Stone, Greg Fisk, and Ian Fisk. Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

8. Indemnification

To the maximum extent permitted by law, Consultant shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Consultant, its agents or employees while performing under the terms of this Agreement.

9. Assignment

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

10. Designation of Representatives

The parties agree, for the purposes of this Agreement, that the City shall be represented by and may act only through the City Manager or Mayor or such other person as they may designate in writing or is identified in Appendix A. Consultant shall be represented by and may act only through Clifford Stone (Consulting Alaska), Ian Fisk (Fiskar North), and Greg Fisk (SeaFisk Consulting), provided however that during the legislative session the principal point of contact for the City shall be Clifford Stone.

11. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. Upon termination of this Agreement, the City agrees to reimburse Consultant the pro rata amount of compensation for the percentage of work completed up to and including the date the City mailed notification of termination.

12. Insurance

Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

(a) In the event that Consultant, or any individual member of the Consultant Team shall have any person in their employ, insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;

(b) Auto Liability insurance with a combined single limit per accident for bodily injury and property damage of \$500,000.

13. Claims Recovery

Claims by the City resulting from Consultant's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage there from as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

14. Compliance with Applicable Laws

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, APOC requirements, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

15. Records and Audit

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City or any of its authorized representatives at all reasonable times for the purpose of making an audit, examination, or of obtaining excerpts and transcriptions.

16. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

City Manager
City of Dillingham

P. O. Box 889
Dillingham, AK 99576

To Consultant:

J. Clifford Stone Ian Fisk, Greg Fisk
Consulting Alaska, Fiskar North and Seafisk
Consulting

PO Box 20628
Juneau, AK 99802

17. Venue, Applicable Law and Attorney's Fees

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal there from.

18. Waiver

No failure on the part of either City or Consultant to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

19. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY OF DILLINGHAM

Dated: 5-10-2012


BY: 
Dan Forster
City Manager

CONSULTING ALASKA, FISKAR NORTH & SEAFISK CONSULTING


Dated: 5/08/2012

BY: 
J. Clifford Stone (Consulting Alaska)

Dated: 5/8/2012

BY: 
Ian Fisk (Fiskar North)

Dated: 5/8/2012

BY: 
Greg Fisk (SeaFisk Consulting)

APPENDIX A

SCOPE OF SERVICES

Consultant shall provide the following services upon request of the City Manager or the City Council:

Scope of Work

The Consultant will communicate directly or through consultant's agents with any appropriate public official for the purpose of influencing Legislative or Administrative action as directed or requested by the City, and in the best interests of the City.

In this regard, the Consultant shall:

- A. Receive guidelines for lobbying efforts from the City Council through the City Manager and work within such guidelines to promote, advocate, support, modify, oppose, or delay any appropriate Legislative or Administrative action. Modifications to these guidelines may be made from time to time by the City.
- B. Communicate with the Mayor and/or City Council for the purpose of acquiring necessary available information, statistics, studies, and analyses to use as back-up and support material in support of Consultant's lobbying activities.

The Consultant will be called upon to arrange meetings and/or conferences, provide information and/or research, and provide such other services as required or convenient to enhance communication between the City and all branches of the State Government.

The Consultant shall provide reports and professional advice to the City regarding Consultant's lobbying efforts on behalf of the City. In this regard, the Consultant shall:

- A. Maintain regular contact with the City through the Mayor and Manager on the status of pending legislation or capital projects and regularly promote the City's interests with appropriate legislators, agencies, and staff throughout the year, but especially during the legislative sessions.
- B. Provide written monthly reports to the City, and such reports shall include, but shall not be limited to, contacts and progress made on behalf of the City, changes in the status of capital projects, legislation, and any anticipated problem areas of which the Consultant becomes aware.
- C. Travel to Dillingham to meet with the Mayor, Council, and City staff once each year.
- D. Exercise best professional judgment in all matters relating to work for the City of Dillingham and immediately report any position or action taken which involves an area of uncertainty or controversy.