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**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 11-110

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, APPROVING A NEW CONTRACT WITH
ANDERSON GROUP, LLC IN THE AMOUNT OF \$40,000 FOR
LOBBYING SERVICES IN CALENDAR YEAR 2012.

WHEREAS, The City of Homer issued a Request for Proposals for lobbying services in
2010 and the Council selected the Anderson Group, LLC to provide it with those services in
2011; and

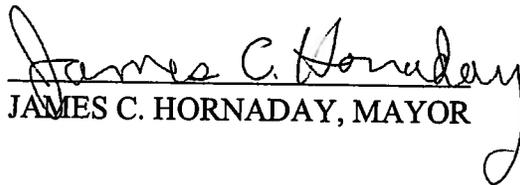
WHEREAS, The City Council wishes to enter into a new contract with Anderson Group,
LLC for calendar year 2012 with the same compensation and scope of work; and

WHEREAS, A copy of the proposed contract was reviewed by the Council at its regular
meeting on December 12, 2011.

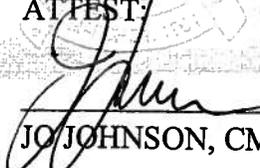
NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves
a new contract with the Anderson Group, LLC in the amount of \$40,000 for lobbying services in
2012; a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 12th day of December, 2011.

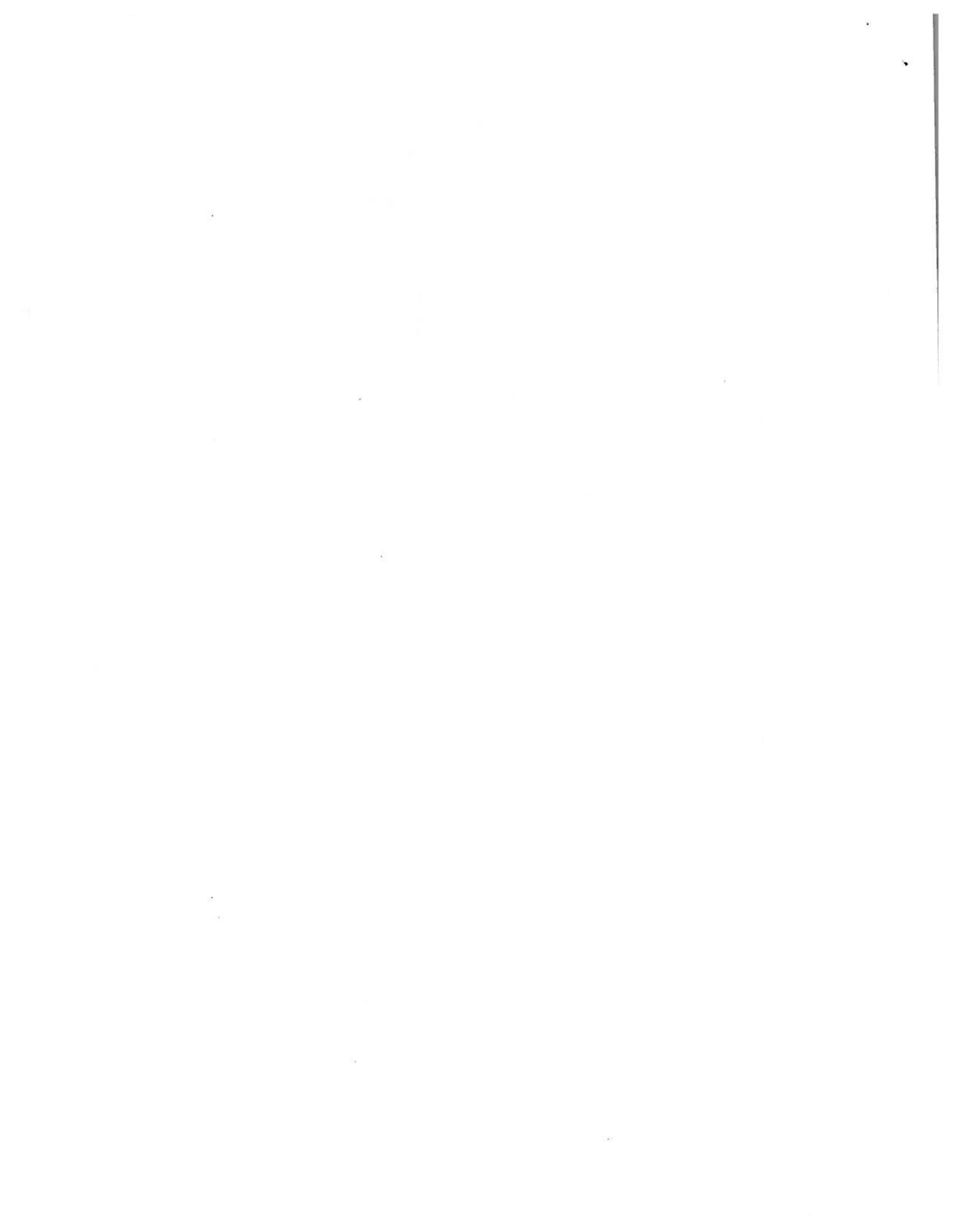
CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Expenditure of \$40,000 contained in FY 2012 Operating Budget.



CONTRACT FOR SERVICES

ANDERSON GROUP, LLC & CITY OF HOMER

This Contract, effective as of January 1, 2012, is between the City of Homer (hereinafter referred to as "Client"), of 491 E. Pioneer Avenue, Homer, Alaska 99603, and Anderson Group, LLC (hereinafter referred to as "Contractor"), of 3165 Riverview Drive, Fairbanks 99709.

RECITALS

WITNESSETH that:

Whereas, the need for such a Contract has been deemed necessary by Client;

Whereas, the City of Homer solicited proposals through a formal Request for Proposals Process in 2010 pursuant to the City's procurement regulations, selected contractor to provide the services described herein for 2011, and wishes to enter into a new contract for 2012; and,

Whereas, Contractor is willing to undertake the performance of this Contract under its terms.

AGREEMENT

For consideration received, recited herein, Contractor agrees to provide services to Client and/or its designated representative, as set forth in Section H, the Statement of Work.

A. PERIOD OF PERFORMANCE

Subject to either party's right to terminate, the period of performance under this Contract is for one calendar year and shall begin on January 1, 2012 through December 31, 2012. Performance may be extended for additional periods by the written contract of both parties.

B. CONSIDERATION

For services rendered under this Contract, Client agrees to compensate Contractor the sum total of \$40,000 to be paid in five equal payments on the fifteenth day of the month beginning in January 2012. If payment is received 30 days past the date due, a 5% late payment fee on the amount owing will apply, and interest will accrue at the maximum legal rate.

Contractor specifically recognizes that the limitation upon this Contract is essential and expressly agrees to be bound thereby. Contractor may submit invoices for reimbursement for travel expenses, lodging, food and entertainment expenses pre-authorized by Client.

C. INDEMNIFICATION

Contractor shall indemnify and hold harmless Client for any and all liability or claim for injury to persons or damage to property arising out of Contractor's performance or non-performance of this Contract.

Client shall indemnify and hold harmless Contractor for any and all liability or claim for injury to persons or damage to property arising out of Client's performance or non-performance of this Contract.

D. ASSIGNMENT AND SUBCONTRACTS

This is a Contract for professional services and no portion of this Contract may be assigned, delegated, or sub-contracted without the written permission of Client or its designee. Client is aware of the existence of a contract between Contractor and Yuri Morgan, an independent Contractor, and Client hereby gives its written permission as to this sub-contract and for Contractor to assign tasks and use the services of Mr. Morgan. Any attempt to do so without the other party's approval will be void.

E. TAXES

Contractor is, for all purposes, including taxes, workers compensation, and insurance an independent Contractor and not Client's employee. Contractor agrees to make all Social Security, federal or state tax payments or other payments as required by law.

F. STATE OF ALASKA REPORTING REQUIREMENTS

Contractor is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Lobbyist" Reports and filings. Client is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Employer of Lobbyist" Reports and filings.

G. COMPLETE CONTRACT

This Contract contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date, supersede all other contracts between the parties. The parties stipulate and agree that neither of them has made any representation with respect to the subject matter of this Contract or any other representations except as are specifically set forth herein, and that neither of them has relied upon any representations in entering into this Contract, except as are specifically

set forth herein. Each of the parties acknowledges that he or it has relied on its own judgment in entering into this Contract.

H. STATEMENT OF WORK

Contractor shall perform the following services for Client for the duration of this Contract:

1. Work to secure capital and/or operating budget funding as requested by Client;
2. Provide Client with notice of all public hearings and meetings relative to securing funding, supporting and/or opposing legislation; arrange meetings with key public officials in the legislative and executive branches of state government;
3. Track all legislation that may affect Client and notify Client of status;
4. Provide political strategies necessary to implement Client's goals and objectives.
5. Report in writing or via teleconference to Client on a bi-monthly schedule during the Legislative session.

Client and/or its designees shall be responsible for the following:

1. Provide Contractor with all legislative and administrative priorities and pertinent information necessary for legislative committee and administrative hearings and meetings;
2. Organize and provide technical support to promote Client goals noted under Contractor responsibilities;
3. Be available to provide timely input and testimony either via teleconference or in person before all legislative committees and Administration officials relative to Client's priorities outlined above.

I. CONFLICT RESOLUTION PROCEDURES

Contractor shall communicate, coordinate, and report to Client as required under this Contract. Except as otherwise provided, if Contractor receives instruction from other clients that Contractor reasonably, in good faith, believes to be contradictory to instructions provided by Client on a specific issue, Contractor shall declare a conflict by giving notice thereof to each client. After giving said notice of conflict, Contractor shall not carry out any of the duties, tasks, or functions requested by any of the contradictory instructions. Contractor will assist in conciliation efforts to resolve client differences. Said failure to act shall not constitute a breach of this Contract nor shall it decrease the Contract sum or travel reimbursement payable to Contractor hereunder. Contractor shall refrain from so acting until such time as Contractor receives non-contradictory written instructions on the same subject from each client, or from one of said clients who represents to Contractor that the officials have conferred and are now in agreement as to how to proceed. Contractor shall then carry out said instructions as otherwise required by this Contract. Regardless of the existence of a specific conflict, Contractor shall continue to perform all other duties required under this Contract that are not involved in the conflict.

J. TERMINATION

This Contract may be terminated by either party for any reason upon 30 days written notice; in the event such notice is given by either party during the first five months of a year in which this agreement is in effect, compensation will be pro-rated for the portion of five months that this Contract was in effect.

Any notice of termination by Contractor shall be executed by Contractor. Any notice of termination by Client shall be executed by the City Manager of the City of Homer.

K. GENERAL CONDITIONS

1. The Contractor's and the Client's performance under this Contract shall comply with all applicable statutes, regulations, ordinances, policies and ethical rules.
2. No waiver of any provision of this Contract shall be effective unless in writing signed by both parties. The failure by any party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of the same or any different obligation.
3. The laws of the State of Alaska shall govern the rights and duties of the parties under this Contract. Venue for any action or proceeding arising from this Contract shall be in the state court at Homer, Alaska.
4. This Contract and the exhibits to it constitute the entire agreement between the parties, superseding all previous representations, discussions and any verbal agreements between them.
5. This Contract may not be modified, limited or added to except by a writing signed by both parties.
6. Notices concerning this Contract shall be given by the parties in writing and shall be personally delivered or mailed to a party at the address set out above. Notice shall be complete when delivered or faxed or emailed.
7. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
8. This Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract and represent that they have the express authority to sign on behalf of the respective agency or party listed below.

CONTRACTOR:
ANDERSON GROUP, LLC

CLIENT
CITY OF HOMER



BY: _____
Linda C. Anderson, President

BY: _____
Walt Wrede, City Manager

DATE: December 1, 2011

DATE: _____

