



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum 22-200

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: November 8, 2022  
SUBJECT: Continuation of J&H Consulting Lobbyist Contract

---

The City engaged J&H Consulting at the end of 2020 to be the City's lobbying firm in Juneau. This relationship has been very successful. Staff has worked well with J&H, and we've had some victories with the State appropriation of \$750,000 towards the port expansion study, State funding of the Municipal Harbors Grant Program, and an increase in the State's community jails budget. J&H have been very good at making connections and arranging appointments with lawmakers and agency leaders to facilitate meetings with City Council and staff, and they have also given much time to the Council for updates when the State legislature is in session in Juneau.

Maintaining continuity will be helpful as we look to move Council-adopted legislative issues and priority capital projects forward in the next legislative session.

**Staff Recommendation:** Approve the resolution for the 2023 contract with J&H Consulting

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract, effective as of December 15, 2022, is between the City of Homer (hereinafter referred to as "Client"), 491 E. Pioneer Avenue, Homer, Alaska 99603, and J & H Consulting, LLC (hereinafter referred to as "Contractor"), P.O. Box 23293 Juneau, Alaska 99802.

### **RECITALS**

WITNESSETH that:

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

Whereas, Client is entering into this Contract by direct negotiations and not by competitive bid because this is a contract for professional consulting services and Client has determined that it is not feasible to solicit these services through the competitive bidding process due to the professional nature of the services and the specific qualifications required of the Contractor; 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 the Statement of Work and as cited in the Proposal submitted in response to the Request for Proposals for Lobbyist Services issued by the Client, included as part of this document as Exhibit A.

### **PERIOD OF PERFORMANCE**

Subject to either party's right to terminate, the period of performance under this Contract shall commence on December 15, 2022 and expire on December 15, 2023.

Performance may be extended for additional periods by written contract of both parties and as approved by City Council via resolution.

### **TERMS**

For services rendered under this Contract, Client agrees to compensate Contractor the sum total of \$42,000 to be paid in monthly payments of \$3,500.00 by the fifteenth day of the month beginning January 15, 2023 for services rendered the prior 30 day period.

Contractor agrees to make one trip to Homer at Contractors expense to consult with the Council and staff and familiarize themselves with the City of Homer goals.

Contractor specifically recognizes that the limitation upon this Contract is essential and expressly agrees to be bound thereby.

### **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.

### **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 previous and current existence of contracts between Contractor and entities listed in the proposal submitted and included as Exhibit A.

### **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.

### **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.

## **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 they have relied on their own judgment in entering into this Contract.

## **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. Develop political strategy tailored to meet the specific objectives of Client;
3. Identification of and monitoring the progress of all legislation introduced or proposed for introduction in the Alaska Legislature which may affect Client;
4. Provide Bi-weekly and ad hoc reporting to Client and in sufficient detail to keep Client reasonably apprised of the status and likelihood of passage of such legislation;
5. Evaluation of all relevant legislation and advisory to Client of circumstances which may necessitate the written testimony or presence of Client in Juneau to lobby, testify, or otherwise act to protect the interests of Client;
6. Engagement with members of the Legislature and Administration on behalf of Client on all proposed legislation, regulations and executive actions affecting Client, and coordination with other industry lobbyists and associations when strategically advantageous to Client;
7. Coordination and organization of Client visits to Juneau, if required, during the legislative session, including meetings and/or social functions with key public officials.

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's goals, i.e. professional testimony;
3. Be available to provide timely input and testimony either via teleconference or in person before legislative committees and administration officials relative to Client's priorities.

### **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 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.

### **TERMINATION**

This Contract may be terminated by either party for any reason upon sixty (60) days written notice; in the event such notice is given by either party during the year in which this agreement is in effect, compensation will be pro-rated for the portion 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.

**GENERAL CONDITIONS**

Contractor's and Client's performance under this Contract shall comply with all applicable statutes, regulations, ordinances, policies and ethical rules.

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.

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 in Homer, Alaska.

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.

This Contract may not be modified, limited or added to except in writing signed by both parties.

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.

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.

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:  
J & H Consulting, LLC

CLIENT:  
City of Homer

\_\_\_\_\_  
Christine Hess, Member

\_\_\_\_\_  
Robert Dumouchel, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_