

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF HOMER
AND
MY:T SOLUTIONS, LLC.**

1. SCOPE OF WORK

- A. Contractor acknowledges any consulting services required by the City under this agreement are professional in nature, and Contractor agrees that all such work will be performed by Marvin Yoder.
- B. Contractor agrees to provide a scope of work for each assignment with specific deliverables. Contractor acknowledges that, in exchange for payment, he agrees to complete all requested deliverables. Contractor agrees to complete all deliverables in accordance to the standards provided by the City Manager for the City of Homer.

2. TERM

- A. This agreement shall commence on April 28, 2015, and shall terminate on December 31, 2015. The City will reimburse Contractor for expenses incurred. Invoices must be submitted no more frequently than bi-weekly for services. The City agrees to make payment to Contractor within thirty (30) days following receipt and agreement with Contractor's bill. The services performed hereunder will be completed expeditiously in order to minimize the cost to the City, and will be coordinated with the City Manager.

- 3. PAYMENT** For all services described in the Scope of Work, the City shall pay Contractor a rate of Five Hundred Dollars (\$500.00) per day, billed in ¼ increments, based on the services to be performed, not to exceed a total of Five Thousand Dollars (\$5,000.00). Commencement of work cannot begin until both parties have agreed, in writing, to this contract and a scope of work has been authorized outlining specific deliverables.

- 4. OTHER PAYMENTS** Contractor will be not reimbursed for travel costs including hotel, mileage and meals unless agreed upon in writing by the City Manager. If agreed upon in writing, mileage will be reimbursed at the standard city rate per mile. Meals will be reimbursed at the actual expense up to a per diem of Forty Two Dollars (\$42.00) per day. Any additional expenses or cost associated with this agreement must be presented to the City Manager for written approval.

- 5. USE OF DATA & PROCEDURES** Contractor agrees that none of the procedures developed, data gathered, or analyses performed while engaged in work for the City is proprietary in

nature. At no additional cost, Contractor shall make available to use by the public and the City all discoveries and all new procedures developed in the course of performing duties associated with the Scope of Work. Contractor grants the City all rights and privileges to use data and documents generated in the Scope of Work for purposes related to the City of Homer.

- 6. SERVICES AND MATERIALS TO BELONG TO THE CITY** The City shall provide Contractor information relative to desired projects, and Contractor agrees that such information is the sole property of the City, and agrees to maintain such information in the strictest of confidentiality by communicating details of such projects only with the City Manager. Under no circumstances does the City authorize Contractor to utilize such materials for purposes other than the City's.
- 7. INFORMATION AND REPORTS** Contractor shall, at such time and in such form as the City may require, furnish periodic reports concerning the status of ongoing projects. Contractor shall furnish the City, upon request, copies of all documents and other materials prepared or developed in relation to the project, without additional charge to the City.
- 8. ACCOMPLISHMENT OF PROJECT** Contractor shall commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- 9. MATTERS TO BE DISREGARDED** The titles of several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of the Agreement.
- 10. CITY NOT OBLIGATED TO THIRD PARTIES** The City shall not be obligated or liable hereunder to any party other than Contractor.
- 11. WHEN RIGHTS AND REMEDIES NOT WAIVED** In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City which any such breach or default shall exist in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.
- 12. HOLD HARMLESS AND INDEMNIFICATION** Contractor shall hold the City, its agents, officers, employees, and volunteers, harmless from, save, defend, and indemnify the same against any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees,

arising directly or indirectly out of any action or omission of Contractor, during the performance of its obligations under this Agreement.

13. SUBCONTRACTING AND ASSIGNMENT The parties agree that the City is purchasing from Contractor the unique services of one individual qualified to perform consulting services. Contractor shall not assign or subcontract any portion of this Agreement without the prior written consent of the City Manager.

14. COMPLIANCE WITH LAW Contractor agrees to comply with all Federal, State and local laws and regulations, terms, and conditions of this Agreement while performing consulting services. Contractor is responsible for reading, understanding, and complying with all laws.

15. INDEPENDENT CONTRACTOR

- A. Contractor represents and warrants that it is an independent contractor in the performance of consulting services and that it assumes full and sole responsibility for all benefits and protections of persons whose services it utilizes in the execution of this Agreement.
- B. Nothing in this Agreement shall be construed as authorizing Contractor or its employees, agents or assigns to act as an agent or assign of the City, and Contractor shall exercise all diligence to ensure that no third party construes Contractor as an actual, ostensible or apparent agent of the City.
- C. The City is not responsible for any health insurance benefits during the course of this Agreement.

16. PAYMENT OF TAXES Contractor shall be solely responsible to pay any and all taxes incurred by, and through the performance or payments made, pursuant to this Agreement.

17. DISPUTE RESOLUTION

- A. The parties agree to negotiate diligently, in good faith, before resorting to a court of law or equity for the resolution of any dispute arising from or pertaining to this Agreement. If Contractor becomes aware of any acts or occurrence which may form the basis of a claim, Contractor shall immediately inform the City Manager.
- B. If Contractor becomes aware of any act or occurrence which may form the basis of a claim, Contractor shall immediately inform the City Manager or designee. If the matter cannot be resolved within seven (7) working days, Contractor shall, within the next fourteen (14) working days, submit written notice of the facts which may form the basis of the claim. In presenting any claims, Contractor shall, specifically included the provisions

of this Agreement which apply, the specific relief requested, including any additional compensation claimed and the basis upon which it was calculated.

18. APPLICABLE LAW, JURISDICTION AND VENUE The Agreement shall be governed by the laws of the State of Alaska except to the extent pre-empted by federal law. Jurisdiction for the resolution of any dispute between the parties shall be the State or Federal trial courts of Alaska. Venue for the trial of any case shall be in Anchorage, Alaska.

19. ENTIRE AGREEMENT AND MODIFICATIONS This Agreement represents the entire Agreement between the parties and supersedes all prior oral or written Agreements, understandings and alleged causes for detrimental reliance regarding any of the terms and conditions in this Agreement. The Agreement may be modified or cancelled by the City Manager. Modifications must be in writing and acceptable by both parties. This Agreement may be cancelled at any time with a thirty (30) day notice.

20. TERMINATION OF THIS AGREEMENT If, through any cause, Contractor shall fail to fulfill in a timely and proper manner, obligations under this Agreement, the City shall have the right to terminate this Agreement immediately, upon written notice of such termination to Contractor.

21. NOTICES Any notices, bills, invoices or reports required by the Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Katie Koester
City Manager
491 E. Pioneer Avenue
Homer, AK 99603

Marvin L. Yoder
President/Contractor
MY:T Solutions LLC
P.O. Box 4353
Palmer, AK 99645

IN WITNESS WHEREOF, the City and Mr. Yoder have executed this Agreement as of the date first written above.

CITY OF HOMER

MY:T SOLUTIONS

Katie Koester, City Manager

Marvin L. Yoder, President

ATTEST:

Jo Johnson, MMC, City Clerk