



City Manager
334 Front Street
Ketchikan, AK. 99901

Phone (907) 228-5603
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TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, City Manager

DATE: November 12, 2020

RE: **Authorizing One-Year Renewal of Contract No. 18-28 - 2018-2019 Agreement for Lobbying Services, Ray Matiashowski & Associates**

At its meeting of October 18, 2018, the City Council adopted a motion approving Contract No. 18-28, 2018-19 Agreement for Lobbying Services, between the City of Ketchikan and Ray Matiashowski & Associates in the amount of \$48,000. As the City Council will recall, the initial term of the agreement was for two years and provided for two twelve-month renewal options.

I recently discussed this matter with Mr. Matiashowski, in order to determine if he was receptive to renewing the contract for the first twelve-month renewal period. Mr. Matiashowski has indicated that he is willing to extend the contract at the current cost of \$48,000 per year.

A motion has been prepared for City Council consideration.

RECOMMENDATION

It is recommended that the City Council adopt the motion authorizing the City Manager to extend Contract No. 18-28, 2018-2019 Agreement for Lobbying Services, between the City of Ketchikan and Ray Matiashowski & Associates for the first twelve-month renewal option at a cost of \$48,000 per year; approving funding from the City Council's 2020 Management Consulting Services account (Account No. 640-04); and directing the City Manager to execute the contract extension on behalf of the City Council.

Recommended Motion: I move the City Council authorize the City Manager to extend Contract No. 18-28, 2018-2019 Agreement for Lobbying Services, between the City of Ketchikan and Ray Matiashowski & Associates for the first twelve-month renewal option at a cost of \$48,000 per year; approve funding from the City Council's 2020 Management Consulting Services account (Account No. 640-04); and direct the City Manager to execute the contract extension on behalf of the City Council.

**CONTRACT NO. 18-28
2020-2021 EXTENSION
AGREEMENT FOR LOBBYING SERVICES
BETWEEN THE CITY OF KETCHIKAN
AND
RAY MATIASHOWSKI & ASSOCIATES**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **City of Ketchikan, Alaska**, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**," and Ray Matiashowski & Associates, a company with its principal business address at P.O. Box 240345, Douglas, AK. 99824, and which is licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

RECITALS

A. The **OWNER** desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1.

B. **CONTRACTOR** represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

1. **Agreement to Perform**. The **OWNER** hereby agrees to engage the **CONTRACTOR**, and the **CONTRACTOR** hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in Section 2 (Scope of Work) hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

2. **Scope of Professional Services**. The **CONTRACTOR** shall perform, supply, and provide all of the work, services and materials (hereinafter collectively referred to as "professional services") as follows:

As set forth and described on Exhibit A attached hereto and incorporated herein by this reference.

3. **Time for Commencement and for Completion of Professional Services**.

(a) **Commencement**. **CONTRACTOR** shall commence the professional services called for in this agreement upon the giving of a Notice to Proceed by the **OWNER**.

(b) **Completion**. This agreement constitutes Extension No. 1 to Contract No. 18-28. Upon giving of Notice to Proceed, the professional services called for in this agreement shall be performed beginning October 15, 2020 and ending October 14, 2021, with an option to renew for one (1) more additional one –year period. Contract No. 18-28 allowed for a two (2) year agreement with 2 one (1)-year extensions.

4. **Compensation and Payment.** For and in consideration of the timely and proper performance of work authorized as provided herein, the **OWNER** shall pay the **CONTRACTOR** FOURTY EIGHT THOUSAND DOLLARS (\$48,000) paid in equal monthly payments on or about the 25th of each month.
5. **No Additional Work.** No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the **CONTRACTOR**, will be allowed or paid by the **OWNER** and **CONTRACTOR** expressly waives any claim therefore.
6. **OWNER'S Contracting Officer.** For purposes of this agreement, the **OWNER'S** contracting officer shall be Karl R. Amylon, or such other person as is designated in writing by such person.
7. **Compliance with Guidelines and Procedures.** The **CONTRACTOR** shall provide and perform all work, services and materials in full, strict and complete compliance with all local, State and Federal procedures and guidelines.
8. **CONTRACTOR Qualified.** The **CONTRACTOR** expressly represents and warrants that it shall, at all times during the performance of this agreement, be the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and shall be ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.
9. **CONTRACTOR Responsible for Personnel.** The **CONTRACTOR** has or will secure, at **CONTRACTOR'S** own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the **OWNER** and such persons shall have no contractual or other relationship with the **OWNER**, and the **OWNER** shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.
10. **Personal Supervision.** **CONTRACTOR** agrees that all work and services required or provided under this agreement shall be performed personally by the **CONTRACTOR**, unless otherwise authorized in writing by the **OWNER'S** contracting officer, and in such event all personnel engaged in any such work shall be fully qualified, and shall be licensed and authorized under applicable State, federal and local laws to perform such services.
11. **Independent Contractor.** The parties hereto expressly agree that the **CONTRACTOR** shall be and is an independent contractor and is not an employee or agent of the **OWNER**, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to **OWNER'S** employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the **CONTRACTOR**, it being understood that the **CONTRACTOR** is solely responsible therefor, provided **OWNER** shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

12. **Forms To Be Provided To CONTRACTOR.** The **OWNER** shall provide the **CONTRACTOR** with any special forms required by the **OWNER** for reporting to the **OWNER** and the necessary instruction regarding proper use of the forms.

13. **Termination.**

(a) **Termination for Cause.** This agreement may be terminated in whole or in part in writing by **OWNER** in the event of failure by **CONTRACTOR** to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof. Termination for cause shall be defined to include, but not be limited to, the **CONTRACTOR** either announcing or filing for elected office within the State of Alaska.

(b) **Termination for Convenience of OWNER/CONTRACTOR.** This agreement may be terminated in whole or in part in writing by the **OWNER** for **OWNER'S** convenience provided the **CONTRACTOR** is given not less than fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof. This agreement may be terminated in whole or in part in writing by the **CONTRACTOR** for **CONTRACTORS** convenience provided the **OWNER** is given not less than fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof. Notwithstanding termination by the **OWNER** or by the **CONTRACTOR**, the confidentiality provisions of this agreement shall survive its termination or expiration.

(c) In the event termination by the **OWNER** is effected pursuant to (a) above, the **CONTRACTOR** shall not be entitled to receive any further payment until the work is completed, or the **OWNER** elects to not proceed further with the project. Upon completion of the work, or termination of the project in the event the **OWNER** elects to not proceed with the project, the **CONTRACTOR** shall be paid as follows:

1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the **OWNER** elects to not proceed with the project (hereinafter referred to as "close out costs"), exceed the remaining unpaid amount of this agreement, any amount which was otherwise due and unpaid to **CONTRACTOR** at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project, (or applied to close out costs) and the remaining amount of such costs, if any, shall be paid by the **CONTRACTOR** to the **OWNER**.

2) In the event said costs and expense of taking over, re-advertising and completing the project, (or close out costs) are less than the total amount which was otherwise due and unpaid to the **CONTRACTOR** at the time of termination, the increased costs of taking over and completing the project (or the close out costs) shall be deducted from the amounts due the **CONTRACTOR** and the balance, if any, paid to the **CONTRACTOR** without interest.

(d) In the event termination is for the convenience of the **OWNER** pursuant to (b) above, the **CONTRACTOR** shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, and the **OWNER** shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the **CONTRACTOR**.

(e) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the **CONTRACTOR** shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the **OWNER** all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the **CONTRACTOR** in performing this agreement, whether completed or in process, and free and clear of any mechanics or other liens or claims in favor of **CONTRACTOR** or any other person.

(f) Upon termination pursuant to paragraphs (a) or (b) above, the **OWNER** may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.

(g) If, after termination by the **OWNER** pursuant to (a) above, it is determined that the **CONTRACTOR** had not so failed, the termination shall be deemed to have been effected for the convenience of the **OWNER**. In such event, adjustment of the amounts to be paid to **CONTRACTOR** for termination shall be made as provided in paragraph (d) of this section.

(h) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 13 shall be due or payable to **CONTRACTOR** in the event of termination.

14. **Changes or Modifications.** Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any State, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement shall automatically become a part of and amendment to this agreement and the **CONTRACTOR** shall comply therewith and shall be given additional appropriate compensation for making changes to drawings and specifications that are needed, provided however, in the event, and at such time as **CONTRACTOR** becomes aware of any change in any laws, rules, regulations, standards or other requirements that are applicable to the work, **CONTRACTOR** shall promptly notify **OWNER** thereof, and in the event **CONTRACTOR** intends to request any additional compensation by reason thereof, **CONTRACTOR** shall, not later than ten (10) days after becoming aware of such change give the **OWNER** written notice of such intent to claim additional compensation and set for the amount of such compensation, or the method of computing such additional compensation. In the event a request for additional compensation is made as provided herein, **OWNER** and **CONTRACTOR** shall meet and confer in order to negotiate additional compensation as mutually agreed upon. Failure of **CONTRACTOR** to provide notice as required herein shall constitute waiver of any claim for additional compensation for extra work performed in complying with new or changed laws, rules, regulation, standards, or requirements which become applicable to the project after the date of this Contract.

15. **Conflict of Interest.** The **CONTRACTOR** covenants, warrants and represents that the **CONTRACTOR** has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. The **CONTRACTOR** further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

16. **Information Confidential.** All information, and work products relating to or generated pursuant to this agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the **CONTRACTOR**, its employees or

representatives, without the prior written approval of the **OWNER** and the further consent of any other agency as may be required by the **OWNER**; provided, however, the **OWNER** shall have the right to audit, inspect and otherwise obtain any information as provided in Section 17, or regarding performance of this agreement by the **CONTRACTOR**.

17. **Reporting and Records.**

(a) At any time during normal business hours, and upon five days notice, and as often as the **OWNER** or any agency providing any portion of the funds provided to the **OWNER** for this project deems necessary, there shall be made available to the **OWNER** or to such other funding agency and/or their representatives, at a location within the City of Ketchikan, or other location acceptable to the **OWNER**, any and all books, records and documents regarding matters covered or related to this agreement or the performance of, or payment for, the work called for herein, and the **OWNER** and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records of personnel, and other documents or data relating to any and all matters covered by this agreement or performance or payment for the work called for herein.

(b) The performance and administration of this program and this agreement will be monitored by the **OWNER** and such other agencies as may be required or authorized pursuant to the terms of any grant to the **OWNER**. Necessary reports, in proper form, will be required as a prerequisite to any payment to the **CONTRACTOR**.

(c) All project records shall be maintained by the **CONTRACTOR** for not less than three (3) years after completion and final acceptance of all work by the **OWNER** and shall be subject to inspection and copying by the **OWNER** or any funding agency during said period.

18. **Hold Harmless and Indemnity.** The **OWNER**, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any negligent act or omission of **CONTRACTOR**, or by any of **CONTRACTOR'S** officers, employees, agents, representatives, contractors, or subcontractors in the performance or nonperformance of this agreement, and **CONTRACTOR** further agrees to appear and defend, and to indemnify and save free and harmless the **OWNER** and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, and for any cost and expense, including reasonable attorney's fees, incurred by the **OWNER**, its officers, employees or agents on account of any claim therefor. Notwithstanding any other provision herein contained the parties hereto agree that liability (including costs of defense and attorney's fees) for claims arising from the concurrent negligence of both parties to this agreement shall be apportioned according to the respective percentage of fault attributable to each party as determined by agreement or by the trier of fact.

19. **Insurance.**

(a) **Public Liability Insurance.** **CONTRACTOR** agrees to keep and maintain in full force at **CONTRACTOR'S** own expense during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit insuring **CONTRACTOR**, and the **OWNER** as an additional named insured, from any and all claims for bodily injury and death, and for property damage, that may arise out of, or in relation to, this agreement. Such insurance shall require the insurance company give not less than thirty (30) days prior written notice to **OWNER**

prior to any cancellation, nonrenewal or reduction in the amount of coverage of such insurance coverage.

(b) Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the **OWNER** prior to execution of this agreement by the **OWNER**, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

20. **Ownership of Documents.** All original documents obtained or received by **CONTRACTOR**, its employees, agents, or representatives, under the terms of, or in the performance of this agreement, shall be and become the sole and exclusive property of the **OWNER**, and shall upon request be delivered to the **OWNER** at no cost and without restriction or limitation on their use; and provided further, the **OWNER** shall be entitled to withhold payment of any amounts otherwise due **CONTRACTOR** unless and until all of said documents and writings are delivered to **OWNER** free and clear of any liens or claims of **CONTRACTOR** or any third parties relating thereto.

21. **Independent Contractor; No Authority to Bind OWNER.** The parties hereto agree that **CONTRACTOR** is an independent **CONTRACTOR** and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the **OWNER** and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of the **OWNER**.

22. **No Third Party Beneficiaries.** Nothing in this agreement shall be construed to give any person other than the **OWNER** and the **CONTRACTOR** any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the **OWNER** and the **CONTRACTOR**.

23. **Payment of Taxes.** The **CONTRACTOR** shall timely pay all federal, State, and local sales, excise or other taxes or assessments incurred by the **CONTRACTOR**.

24. **Assignment and Subletting Prohibited.** The **CONTRACTOR** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall the **CONTRACTOR** delegate any of his/her/its duties hereunder without the prior written consent of the **OWNER**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the **OWNER**.

25. **Notice.** Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

OWNER: CITY OF KETCHIKAN
Attention: Karl R. Amylon, City Manager
334 Front Street
Ketchikan, Alaska 99901

CONTRACTOR: Ray Matiashowski & Associates
P.O. Box 240345
Douglas, Alaska 99824

26. **Equal Employment Opportunity.**

(a) The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The **CONTRACTOR** will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The **CONTRACTOR** shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, or sex.

(c) The **CONTRACTOR** agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this agreement, and said **CONTRACTOR** will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said **CONTRACTOR** to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the **OWNER**, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all State directives deemed essential by any office or agency of the State of Alaska, or the **OWNER**, to insure compliance with all Federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

(e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

27. **Worker's Compensation Coverage.** The **CONTRACTOR**, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the **OWNER** and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The **CONTRACTOR** further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage, the State will implement the provisions of

AS 23.30.045(c) and the **OWNER**, at its option, may terminate this agreement for cause without liability.

28. **Miscellaneous.**

(a) **Relationship of the Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **OWNER** and an independent contractor.

(b) **Terminology.** Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) **Nonwaiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) **Law Applicable.** The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Ketchikan, First Judicial District, Alaska.

(e) **Paragraph Headings.** The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) **Successors and Assigns.** Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(g) **Compliance with Laws and Regulations.** **CONTRACTOR** shall, at **CONTRACTOR'S** sole cost and expense, comply with all of the requirements of all local, State, or Federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all local, State, and Federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) **Terms Construed as Covenants and Conditions.** Every term and each provision of this agreement performable by **CONTRACTOR** and **OWNER** shall be construed to be both a covenant and a condition.

(i) **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this agreement.

(j) **Entire Agreement.** This agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(k) **Severability.** In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(l) **Corporate Authority.** If **CONTRACTOR** is a corporation **CONTRACTOR** shall deliver to the **OWNER** at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

(m) Attached as Exhibit B is a list of clients the **CONTRACTOR** currently provides lobbying services for as of the date of this Agreement. During the term of this Agreement, the **CONTRACTOR** agrees to notify and identify to the **OWNER** of any new client being represented by the **CONTRACTOR**.

30. **Additional Terms and Conditions.** This agreement is subject to each of the additional terms, covenants, conditions and provisions attached hereto as Exhibit A and Exhibit B which are hereby expressly referred to and incorporated herein as though set forth in full.

31. **Maximum Amount of Contract.** **CONTRACTOR** acknowledges and agrees **OWNER'S** funding is of a limited nature and source and **OWNER** shall in no event be liable for payment of any amounts under this agreement, or otherwise, in excess of the total amount of FOURTY EIGHT THOUSAND DOLLARS (\$48,000). It shall be the **CONTRACTOR'S** obligation to notify **OWNER** and to assure no work in excess of said total sum of FOURTY EIGHT THOUSAND DOLLARS (\$48,000) is done and any work done in excess thereof shall not entitle **CONTRACTOR** to any payment and **CONTRACTOR** expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.

WHEREFORE the parties have entered into this agreement the date and year first above written at the City of Ketchikan, Alaska.

CITY OF KETCHIKAN, ALASKA

By: _____
Karl R. Amylon
City Manager

ATTEST:

Kim Stanker
City Clerk

CONTRACTOR

By: _____
Ray Matiashowski

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KARL R. AMYLON** and **KIM STANKER**, to me known to be the **CITY MANAGER** and the **CITY CLERK** of the **CITY OF KETCHIKAN**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **RAY MATIASHOWSKI** to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Exhibit A

Scope of Work

Ray Matiashowski & Associates (“Contractor”) shall provide the following services as it relates to the Lobbying Agreement between the City of Ketchikan and Ray Matiashowski & Associates:

1. The Contractor shall provide State lobbying services for the City of Ketchikan relating to both General Government and Ketchikan Public Utilities issues as directed by the City Manager/KPU General Manager.
2. The Contractor shall advise and guide the City on State legislative priorities, along with effective guidelines, priorities, project lists and back-up materials for lobbying efforts, and then work within such guidelines and priorities to promote, advocate, support, modify, oppose or delay any appropriate legislative or administrative action. All guidelines and priorities and any modification shall require City approval.
3. Within adopted guidelines and priorities, the Contractor may communicate directly with any appropriate public official for the purpose of acquiring and disseminating necessary available information, statistics, studies and analysis to influence legislative or administrative action as directed or requested by the City. All such communications and copies of the same will be promptly reported in a bi-weekly report to the City Manager.
4. The Contractor shall function as a liaison between the City and all relevant branches of the state government including, but not limited to, members or employees of the legislature; any standing, interim or special committees of the legislature; the governor; any state department, division, commission, board, office, bureau, institution, corporation, authority, organization, committee, council or board whether in, or independent of the executive branch of state government.
5. The Contractor shall arrange meetings and/or conferences, provide information and/or research, and provide such other service as required or convenient to enhance communication between the City and all branches of state government. This will include arranging for appointments and meetings in Juneau by City officials for which the Contractor shall arrange transportation, if necessary, and background information.
6. The Contractor shall provide reports and professional advice to the City Manager regarding the Contractor's lobbying efforts. In this regard the Contractor shall:
 - a. Provide periodic updates to the City during the legislative session and, as needed, other reports during the remainder of the year. Such updates shall include, but shall not be limited to, a complete description of contacts and progress made on behalf of the City; changes in the status of capital projects or legislation; and any anticipated problem areas of which the Contractor becomes aware.
 - b. Provide professional advice to the City to assure optimum performance of this Agreement.
 - c. Exercise Contractor's best professional judgment in all matters relating to this Contract and shall immediately report any position or action taken which involves

an area of uncertainty or controversy. Any matters that may be sensitive, questionable or proprietary shall be discussed with the City Manager.

- d. Notify the appropriate official immediately of any significant legislative developments.
- 7. The Contractor shall refrain from creating any impropriety or conflict of interest, or any appearance of impropriety or conflict of interest in the representation of the City.
- 8. Following the end of the legislative session, the Contractor shall provide a comprehensive written report on work accomplished and recommendations for future changes to the process and present it to the City Manager.

Exhibit B

Client List
Ray Matiashowski & Associates

1. City of Ketchikan
2. Petersburg Borough
3. The GEO Group Inc.
4. Ketchikan Gateway Borough
5. Microsoft
6. Conduent Business Services
7. Alaska Library Association
8. City and Borough of Wrangell
9. SEAPA
10. Motorola
11. Wellpath
12. Alaska Communications Systems

CONSENT AGENDA

Approval of Minutes - Regular City Council Meeting of October 4 and Special Council Meetings of October 8, 2018

Moved by Kiffer, seconded by Zenge the City Council approve the minutes of the regular City Council meeting of October 4 and the special Council meetings of October 8, 2018.

Motion passed with Coose, Flora, Kiffer, Zenge, Bergeron and Gage voting yea; Isom absent.

Budget Transfer - Approval of Contract No. 18-28 - 2018-2019 Agreement for Lobbying Services - Ray Matiashowski & Associates

Moved by Kiffer, seconded by Zenge the City Council approve Contract No. 18-28, 2018-2019 Agreement for Lobbying Services, between the City of Ketchikan and Ray Matiashowski & Associates at a cost not to exceed \$48,000; authorize a budget transfer of \$6,000 from Appropriated Reserves of the General Fund to the City Council's 2018 Management and Consulting Services Account No. 640.04; and direct the city manager to execute the contract documents on behalf of the City Council.

Motion passed with Coose, Flora, Kiffer, Zenge, Bergeron and Gage voting yea; Isom absent.

Revocable and Limited Permit to Encroach on Platted Right-of-Way - Tongass Building LLC

Moved by Kiffer, seconded by Zenge the City Council approve the Revocable and Limited Permit to Encroach on Platted Right-of-Way to Tongass Building LLC for construction of a dedicated stairway for tenants at the company's building at 1734 Tongass Avenue (Teuscher Walpole Building) and authorize the city manager to execute the permit on behalf of the City Council.

Motion passed with Coose, Flora, Kiffer, Zenge, Bergeron and Gage voting yea; Isom absent.

Budget Transfers - Reconstruction of Highliner Parking Lot Wall, Adjacent Parking Lot and Harbor Ramp and Utilities

Moved by Kiffer, seconded by Zenge the City Council authorize budget transfers in the amounts of \$462,669 and \$184,585 from the Appropriated Reserves of the Public Works Sales Tax and Harbors Construction Funds to the departments' respective Highliner Parking Lot Wall Reconstruction Capital Accounts to pay for the final costs of the reconstruction projects.

Motion passed with Coose, Flora, Kiffer, Zenge, Bergeron and Gage voting yea; Isom absent.

Resolution No. 18-2714 - Authorizing an Application for Department of Homeland Security Assisitance to Firefighters Grant Program for Radio Equipment