

SUBJECT: Approval of contract amendment for State Lobbyist Services to Harris Consulting to extend the contract to December 5, 2020 in an amount not to exceed \$80,400.00 per year.

AGENDA OF: October 15, 2019

ASSEMBLY ACTION:

*Approved under the Consent agenda
10-15-19*

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: _____

Route To:	Department/Individual	Initials	Remarks
	Originator: J. Moosey	<i>[Signature]</i>	
	Purchasing Officer	<i>[Signature]</i>	
	Finance Director	<i>[Signature]</i>	
	Borough Attorney	<i>[Signature]</i>	
	Borough Clerk	<i>JMM</i>	10/8/19 <i>[Signature]</i>

ATTACHMENT (S): Fiscal Note: Yes X No _____
Professional Services Agreement (16 pp)
Alaska Business License (1 p)

SUMMARY STATEMENT: Harris Consulting has been under contract with the Borough since 2012. Harris Consulting has provided the Borough with professional and timely services. These services include, but are not limited to, obtaining legislation, statutes, and/or executive orders to address Borough priorities, prepare testimony in support of Borough requests, and identifying and suggesting implementation strategies for those opportunities, procedures and methods securing Borough priorities. It is the recommendation of administration that the contract be extended. The current contract expires on December 5, 2019. The extension of this contract will be from December 6, 2019, through December 5, 2020. The yearly amount remains \$80,400.00 which includes allowable and approved expenses.

RECOMMENDATION OF ADMINISTRATION: Approve the contract amendment for State Lobbyist Services to Harris Consulting to extend the contract to December 5, 2020 in an amount not to exceed \$80,400.00 per year.

**MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE**

Agenda Date: October 15, 2019

SUBJECT: Approval of contract amendment for State Lobbyist Services to Harris Consulting to extend the contract to December 5, 2020 in an amount not to exceed \$80,400.00 per year.

ORIGINATOR: J. Moosey

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <i>NTE \$80,400 *</i>	FUNDING SOURCE <i>FY20 Operating Budget</i>
FROM ACCOUNT # <i>100.100.110.4xx.cxx</i>	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: <i>Byrd Barr / Borough</i>	CERTIFIED BY:
DATE: <i>10/1/19</i>	DATE:

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual	<i>NTE 80.4</i>					
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING	<i>NTE 80.4</i>					

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)

General Fund	<i>NTE 80.4</i>					
State/Federal Funds						
Other						
TOTAL	<i>NTE 80.4</i>					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) ** Funding from July 2020 thru Dec 2020 is subject to Budget for FY21.*

PREPARED BY: John Moosey, Borough Manager PHONE: 861-8689

DEPARTMENT: _____ DATE: 10-1-2019

APPROVED BY: *Cherene Herald* DATE: 10-2-19

PROFESSIONAL SERVICES AGREEMENT

FOR

**PROPOSAL #13-025P
STATE LOBBYING SERVICES**

THIS AGREEMENT made and entered into this 5 day of DEC 2012 by and between the **MATANUSKA-SUSITNA BOROUGH** and **HARRIS CONSULTING**.

Section 01 Definitions

In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Consultant" means Harris Consulting.
- C. The term "Manager" means the manager of the Matanuska-Susitna Borough or his authorized representative.

Section 02 Employment of Consultant

The Borough hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 04 Personnel

Personnel shall be limited to employees of Harris Consulting and any Sub-Consultants.

Section 05 Time of Performance

The services of the Consultant shall commence upon execution of this Agreement by both parties and shall be completed one year from the execution date of this contract. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 06 Compensation

A. Subject to the provisions of this Agreement, the Borough shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Appendix "B," attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix "B."

C. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the Borough.

Section 07 Method and Time of Payment

A. The Borough will pay to the Consultant the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on approval of billings submitted pursuant to a schedule set forth in Appendix "B". If not identified within Schedule "B", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the Borough requests said documentation.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the Borough.

C. All invoices must be submitted in duplicate and addressed as follows:

Matanuska-Susitna Borough
Attention: Accounts Payable
350 East Dahlia Avenue
Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed **EIGHTY THOUSAND FOUR HUNDRED 00/100 (\$80,400.00)**.

Section 08 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Borough shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the Borough and shall be delivered to the Borough by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 09 Termination for Convenience of Borough

The Borough may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the Borough and shall be delivered to the Borough by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The Borough will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11 Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the Borough may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the Borough.

Section 12 Equal Employment Opportunity

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the Borough may require.

Section 13 Interest of Members of Borough and Others

No officer, member or employee of the Borough and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14 Assignability

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

Section 15 Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the Borough requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Borough.

Section 17 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18 Audits and Inspections

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, the consultant and any sub-consultants shall make available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 19 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20 Non-Waiver

The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 21 Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the Borough. The Borough may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23 Agreement Administration

A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by John Harris. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

Section 24 Integration

A. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

B. The following documents are incorporated in full text or by reference into this Agreement:

Submittal Page	Matanuska-Susitna Borough Business License
Appendix 'A' Scope of Services	State of Alaska Business License
Appendix 'B' Cost Proposal	Professional License
	Addendum(a) issued

C. The below list of documents establishes the hierarchy of governing documents contained in this agreement. The order precedence is listed in descending order:

- 1) Agreement Document
- 2) Addendum(a) to specifications/scope of work
- 3) Specifications/scope of work
- 4) Bid Form/Cost Proposal
- 5) Solicitation Documents
- 6) Consultant's Proposal submitted in response to RFP

Section 25 Defense and Indemnification

The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

Section 26 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27 Consultant Insurance.

Contractor must maintain business and professional insurance as required by law, but proof of insurance will not be required for this contract. At its discretion, the Borough may request a copy of the contractor's current insurance certificate.

Section 28 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 29 Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 30 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Consultant: 307 Huffman Rd, Anchorage, AK 99515

Section 31 Consultants' Violations of Tax Obligations

A. Any consultant in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under a Agreement between the Borough and the same.

Section 32 Flow Down Provisions

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant and any sub-consultants agree to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

Section 33 Fund Verification

Fund source and verification of funds for this project:

Funding Source: 100.100.110.426.900

Melanie Schaffer 11/28/12
Verified by

Date

MATANUSKA-SUSITNA BOROUGH

HARRIS CONSULTING

[Signature]
RUSTIN M. KRAFFT
Purchasing Officer

[Signature]
JOHN HARRIS
Partner

STATE OF ALASKA

Third Judicial District

On November 29, 2012, John Harris personally appeared before me,

- 1. who is personally known to me
- 2. whose identity I proved on the basis of State ID
- 3. whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the Agreement for PROPOSAL #13-025P STATE LOBBYING SERVICES and he/she acknowledged that he/she signed it.



[Signature]
Notary Public
My Commission expires: 12/15/15

STATE OF ALASKA

Third Judicial District

On December 5, 2012, RUSTIN M. KRAFFT, Purchasing Officer, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.

[Signature]
Notary Public
My Commission expires: 10/20/2016



SUBMITTAL PAGE

AM No. 19-118

**PROPOSAL SUBMITTAL PAGE
PROPOSAL #13-025P
STATE LOBBYIST SERVICES**

By signing below, the Proposer hereby certifies to the following -

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

<p><u>Addendum #1</u> (List Addenda numbers that you are acknowledging receipt of)</p>
--

HARRIS CONSULTING
Company Name

307 HUFFMAN ROAD
Mailing Address

ANCHORAGE, AK 99515
City, State and Zip Code

JOHN L. HARRIS
Contact Person (printed or typed)

907-903-1575
Phone Number

907-868-4793
Facsimile Number

9/9/12
Date

[Signature]
Signature

JOHN L. HARRIS
Printed (or typed) Name

Partner
Title (printed or typed)

john.l.harris@gmail.com
Email Address (optional)

953382
State and Professional License Numbers

<p>It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.</p>	<p>Proposers should include the following with their proposal.</p> <ul style="list-style-type: none"> ✓ Signed Submittal Page (acknowledging Addenda if applicable) ✓ One (1) original signed proposal and one (1) copy on CD ✓ Any other items required within the Instructions to Proposers & Specifications/Scope of Services
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**APPENDIX A
SCOPE OF WORK**

SCOPE OF SERVICES

The work to be performed for the Matanuska-Susitna Borough shall consist of the following task:

1. Aid in the borough's lobbying efforts; and
2. Provide lobbying services to support the borough's legislative programs as requested by the Borough Manager.

Contract period will be one (1) year from the date of signing an Agreement, and may be renewed for two (2) additional one-year periods at the sole discretion of the Borough. Services to be provided include, but are not limited to:

1. Obtain state level appropriations for borough projects, to include but not limited to capital, operating, and demonstration;
2. Assist in obtaining legislation, statutes, and executive orders to address borough priorities;
3. Provide monthly reports describing; contracts made, issues discussed, legislative matters of interest and the support work to be provided by the borough and any other activities associated with fulfilling the borough assembly's priorities;
4. Prepare testimony in support of borough requests, as needed;
5. Identify and suggest implementation strategies for those opportunities for securing borough priorities.

**APPENDIX B
PRICE PROPOSAL**

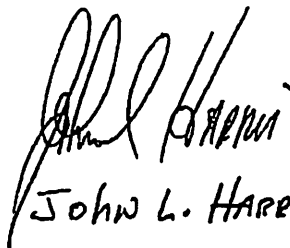
Harris Consulting


307 Huffman Rd.
Anchorage, Alaska 99515
907-903-1575

Harris Consulting Proposal #13-025P

Harris Consulting proposes to charge the Mat-Su Borough \$80,400 annually for lobbying services. The amount would be billed in monthly installments of \$6,700.

Any additional costs directed by the Mat-Su Borough to Harris Consulting, including travel and entertainment will be fully reimbursed by the Mat-Su Borough. Harris Consulting may not encumber the Mat-Su Borough without written authorization.


John L. Harris


Eddie GRASSER

Alaska Business License # 1061055

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

HARRIS CONSULTING

307 HUFFMAN ROAD ANCHORAGE AK 99515

owned by

JOHN L. HARRIS

is licensed by the department to conduct business for the period

October 16, 2017 through December 31, 2019
for the following line of business:

54 - Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick

AM No. 19-118