

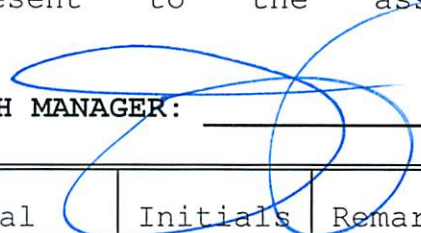
SUBJECT: EXTENSION OF CONTRACT NO. 04-098, FEDERAL LOBBYIST SERVICES TO NORTH STAR GROUP IN AN AMOUNT NOT TO EXCEED \$75,000.

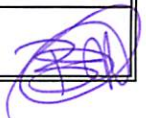
AGENDA OF: June 6, 2017

ASSEMBLY ACTION:

Approved Under the Consent
Agenda 6-6-17 

MANAGER RECOMMENDATION: Present to the assembly for consideration.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator 	JM/rr	
	Purchasing Department		
	Finance Director		
	Borough Attorney		
	Borough Clerk		5/26/17 

ATTACHMENT (S) : Fiscal Note: Yes x No _____
Response to RFP (23 pp)
Professional Services Agreement (16 pp)
Alaska Business License (1 pp)

SUMMARY STATEMENT: North Star Group has been under contract with the Borough since 2004, with their current contract expiring on June 30, 2017. The North Star Group has provided the Borough with professional and timely lobbying services. It is the recommendation of administration that the contract be extended at this time. The yearly amount remains the same at \$75,000.00, which includes allowable and approved expenses.

RECOMMENDATION OF ADMINISTRATION: Approve extension to contract 04-098, Federal Lobbyist Services with North Star Group through June 30, 2018, for the base amount of Seventy-Five Thousand and No/100 Dollars (\$75,000).

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: June 16, 2017

SUBJECT: Approval of a contract extension for our Federal Lobbyist Services to North Star Group in an amount not to exceed \$75,000.00 per year.

ORIGINATOR: Rachael Richardson

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>(YES)</u> NO
AMOUNT REQUESTED <u>NTE \$75,000 *</u>	FUNDING SOURCE <u>FY18 Operating</u>
FROM ACCOUNT # <u>100.100.110.426.900</u>	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Barbara Baumgartner</u>	CERTIFIED BY:
DATE: <u>5/11/17</u>	DATE:

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019
Personnel Services						
Travel						
Contractual					<u>NTE 75</u>	
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING					<u>NTE 75</u>	

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

General Fund					<u>NTE 75</u>	
State/Federal Funds						
Other						
TOTAL					<u>NTE 75</u>	

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) * NOT TO EXCEED 75,000

PREPARED BY: R Richardson PHONE: 5-8-17
 DEPARTMENT: Cheryl Akers DATE: 5/15/17
 APPROVED BY: _____ DATE: _____

Am17-049

*Response to Matanuska-Sustina Borough
RFP# 04-098*

FEDERAL LOBBYIST SERVICES

**NORTH STAR GROUP
&
JACK FERGUSON ASSOCIATES**

February 24, 2004

Proposal Submittal Page
Proposal # 04-098
Federal 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 Matamoras-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").

North Star Group
 Company Name

February 24, 2004
 Date

1463 Kirby Road McLean, VA 22101
 Mailing Address

[Signature]
 Signature

McLean, Virginia
 City, State and Zip Code

Veronica Slater
 Printed (or typed) Name

Veronica Slater
 Contact Person (printed or typed)

Government Affairs Advisor
 Title (printed or typed)

703.442.0355
 Phone Number

vaslaler@northstargrp.com
 Email Address (optional)

703.442.0755
 Facsimile Number

It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.	Proposers should include the following with their proposal. (Signed Submittal Page (acknowledging Addenda if applicable) (One (1) original and six (6) copies of your signed proposal. (Copy of your Professional License (Cost Proposal in Separate sealed envelope
--	---

(List Addenda numbers that you are acknowledging receipt of)

MATANUSKA SUSITNA BOROUGH

Federal Lobbying Services Proposal #04-098

NORTH STAR GROUP AND JACK FERGUSON ASSOCIATES

I. Experience of Key Personnel

In addition to being two Alaska-oriented firms with strong relations to Alaska's congressional delegation, we have contacts with other key offices that are pertinent to the borough's interests. As an example, our firms have a close working relationship with the chairman, members and staff of the U.S. Senate Interior Appropriations Subcommittee. The subcommittee would be relevant to the Hatcher Pass project, listed as a priority by assembly resolution.

North Star Group (NSG) (Alaska business license #711153) is a government relations and business-consulting firm dedicated to promoting Alaska interests in Washington, D.C. As a woman-owned business with an *all Alaskan* staff, NSG focuses on monitoring various programs, lobbying individual lawmakers and developing strategies to effectively advance its clients' interests. NSG emphasizes research, frequent communication, organization, effective coordination, and diligent follow-up. NSG brings a wealth of expertise and knowledge on a broad range of issues all aimed at achieving the client's social, economic and political goals through effective communications, research, and advocacy.

Veronica A. Slajer ♦ Government Affairs Advisor

As the founder and owner of the North Star Group, Ms. Slajer brings close to twenty years of government and political experience to her position. As the former in-house lobbyist for Alyeska Pipeline Service Company, and more recently as a consultant, Ms. Slajer has amassed a network of contacts within the committees critical to Alaska (e.g., commerce, transportation and resources) as well as federal agencies including the departments of labor, treasury, agriculture, interior, and education. Prior to moving to Washington D.C., Ms. Slajer worked for the State of Alaska in several posts including the director of a state-wide commission on governmental jurisdiction, on-scene coordinator for the state response to the closure of the Ketchikan Pulp Company's mill in Ketchikan, policy analyst for the Office of the Governor, special assistant to the Commissioner of then Alaska Department of Commerce and Economic Development and legislative aide to the house majority leader. In a self-employed capacity, she provided consulting services to communities such as the City of Kotzebue, the Community of Saxman, the North Slope Borough, and the Bristol Bay Borough. Ms. Slajer was raised in Ketchikan, Alaska and received her degree in business administration from California Lutheran University.

Karl Ohls ♦ Senior Policy Analyst

Mr. Ohls brings more than twenty years of policy analysis and legislative experience as the North Star Group's Senior Policy Analyst. Mr. Ohls, previously served as special assistant for jobs and the economy in the Office of the Governor, a special assistant to the Commissioner of the Alaska Department of Labor and Workforce Development, program manager for the Division of Trade and Development in the Alaska Department of Commerce and Economic Development, a fisheries development specialist for the Bering Sea Fishermen's Association, and a legislative aide for the Alaska State Senate. A former journalist, he also worked for the Alaska Public Radio Network, the Alaska Fisherman's Journal, KTOO-TV in Juneau, and the Anchorage Times. Mr. Ohls was raised in Anchorage, Alaska. He studied English and communications at Alaska Methodist University and the University of Puget Sound.

Cynthia Muller ♦ Development Specialist

Ms. Muller brings over six years of grant related and fundraising experience. As the North Star Group's Development Specialist, she provides grant-related research and development, which includes identifying grant opportunities, researching eligibility, developing projects and establishing community collaborations. Ms. Muller previously was the Planning Director at Southcentral Foundation, responsible for developing, tracking and evaluating over \$23 million in grants, planning organizational initiatives, and restructuring internal programs. Ms. Muller was raised in Anchorage, Alaska and received a bachelor degree in psychology from Stanford University.

Stephanie M. Irwin ♦ Associate

Ms. Irwin provides research and business management services to the North Star Group. She also serves as the director of administration and finance for the Alaska Native Arts Foundation. Ms. Irwin grew up in Nenana and Fairbanks, Alaska. She is a recent graduate of the University of Georgetown with a degree in mathematics.

Jack Ferguson Associates (JFA) is a full-service and accomplished federal and government affairs practice. Members of the firm provide a wide range of Congressional and regulatory lobbying services, and have established long-standing, bi-partisan professional relationships throughout the federal government, including the leadership of the U.S. House of Representatives and the U.S. Senate, and with the top administrators in the Executive Office of the White House and key executive agencies. JFA is active in legislation and policy initiatives involving transportation, telecommunications, energy, technology, environmental policy, banking and securities, taxation, federal program appropriations, commerce, trade, Indian law and federal procurement.

Jack Ferguson ♦ President

Jack Ferguson has worked on legislative and agency matters for more than thirty-five years. Prior to establishing his firm in 1978, Mr. Ferguson served as Legislative Aide to Representative Floyd Hinks and Administrative Aide (Chief of Staff) to Representative Don Young, presently Chairman of the Transportation and Infrastructure Committee. In 1976-78, he was the Chief of Staff to Senator Ted Stevens of Alaska, then the Assistant Senate Republican Leader, and, presently, the Chairman of the Senate Appropriations Committee and a senior member of the Senate Commerce Committee. Mr. Ferguson earned his bachelor degree in history and master degree in political science, both from the University of Oregon.

Raga S. Elim ♦ Senior Vice President and General Counsel

Raga Elim has been providing government relations and legal services since 1991. Mr. Elim's work includes special counsel to the chairman for the House Transportation and Infrastructure Committee (2002-2004), senior vice president and general counsel for Jack Ferguson Associates (1998-1999, 2000-2001, and 2004 to present), associate director of state-federal relations in the Alaska Governor's office in Washington, D.C. (1994-1998), and legislative director for the Governor of Alaska (1994). He also served as the commissioner's special assistant at the Alaska Department of Natural Resources and as a legislative aide in the Alaska State Legislature. Mr. Elim earned a law degree from Georgetown University Law Center and has a bachelor degree in economics from Stanford University.

Mary Beth S. Nethercutt ♦ Vice President

Mary Beth Nethercutt, a member of the Washington State Bar since 1983, was a partner in the law firm of Nethercutt & Nethercutt until 1995. In November 1995, she joined the professional staff of the Senate Governmental Affairs committee. In May 1997, Ms. Nethercutt joined the Senate Appropriations committee where she served as the top staff for the District of Columbia appropriations subcommittee for four years. In July 2001, she was appointed by the Secretary of Commerce to be the Director of Legislative Affairs for the National Oceanic and Atmospheric Administration. She joined JFA as Vice President in May 2003.

II PAST PERFORMANCE

NSG and JFA team members have considerable experience working with groups both inside and outside of Alaska on a wide range of policy issues. The work has occurred on Capitol Hill and with federal agencies, as well as with our Alaska delegation and many other members from both chambers of the Congress.

Working closely with our clients, we develop solutions and strategies tailored to the issues at hand. Accordingly, "success" on behalf of clients comes in many forms, including passage of legislation, a favorable agency decision, a letter from a member of Congress, or a congressional hearing.

Because of our firms' strong ties and experience with Alaska, many of the issues company personnel have worked on involve Alaska-specific matters or involve the Alaska delegation in their leadership roles on various congressional committees, including chairmanships.

With respect to specific legislation, the following is a list of bills on which NSG and JFA have lobbied:

- **Annual Appropriations for all federal departments (JFA):** Annual participation in the appropriations process (usually involving 13 separate bills) on behalf of clients to secure funding or statutory amendments. For example, last year sought a \$5 million appropriation for NASA for wake vortex studies on behalf of Flight Safety Technologies and \$10 million in the Interior appropriations bill for Next Generation Lighting.
- **Alaska Native Arts Foundation Appropriation 2003 (NSG):** Secured federal funds through Senator Stevens for the operation of a new nonprofit organization dedicated to the national promotion of Alaska art and culture.
- **H-3 Legislation (JFA):** Achieved passage of legislation to overcome contentious environmental challenges to permit construction of a vital highway in Hawaii.
- **Federal Aviation Administration reauthorization of 2003 (JFA):** Secured inclusion of additional long range flight slots to and from Reagan National Airport as requested by Alaska Airlines.
- **Alaska Trans-Alaska Pipeline authorization renewal of 2002 (NSG):** Representing Alaska Pipeline Service Company, contributed to the securing of a thirty-year renewal of the federal permit for the pipeline right-of-way.
- **Omnibus Energy Act of 2003 (JFA):** Secured inclusion of an amendment to transfer funds within the Department of Energy to advance a client's clean coal project.

- **Rural Services Improvement Act of 2002 (JFA):** Succeeded in including this important piece of legislation to reform Alaska's bypass mail system in the omnibus appropriations bill.
- **Pipeline Safety and Improvement Act of 2002 (NSG):** Part of a coalition of communities and national groups that worked together to pass this community protection legislation into law.
- **Energy Policy Act of 1992 (JFA):** ANWR authorization and Arctic research funding.
- **National forum on health, education and economic development -- Alaska Federation of Natives, 2003 (NSG):** Organized a successful national forum for self-determination that highlighted positive working rapport with the Alaska delegation, other key members of Congress, the White House, and the departments of treasury, education, transportation and agriculture.

Other relevant experience:

- **National Petroleum Reserve-Alaska Transfer Authorization to Department of Interior (JFA)**
- **Alaska Native Claims Settlement Act Technical Amendments of 1992 (JFA)**
- **Tax Fairness and Economic Growth Act of 1992 (JFA)**
- **Omnibus Budget Reconciliation Act of 1993 (JFA)**
- **Deficit Reduction Act of 1984 (JFA)**
- **Tongass Timber Reform Act (JFA)**
- **Alaska National Interest Lands and Conservation Act (JFA)**
- **Alaska Natural Gas Transportation System Act (JFA)**
- **Coastal Zone Management Act (JFA)**
- **Marine Mammal Protection Act (JFA)**
- **Mining Law Reform Act (JFA)**

III. CURRENT AND PROJECTED WORKLOAD

Our clients, and the issues we cover on their behalf, would complement -- and not compete -- with the borough's interests. NSG and JFA currently represent a variety of interests ranging from small Alaska non-profits to multi-national corporations, many of them relying on the same committees that are of interest to the borough (e.g., transportation, appropriations, resources, etc.).

Through years of experience, NSG and JFA personnel have learned to use the proper "touch" and timing with members and staff, another critical element to a successful lobbying approach. Personnel time will be allocated on the basis of a seasoned understanding of the appropriations and legislative calendar and process. This practice applies to the executive branch as well. NSG/JFA will position its consultants strategically, emphasizing efficiency and well-timed opportunities to advance the client's interests, rather than the volume of hours dedicated to a project.

The following is a list of current clients along with notes on the general nature of our firms' work for them:

- Alaska Airlines (JFA): Monitor aviation and transportation security issues in the Congress and executive branch.
- Alaska Federation of Natives (NSG): Engage in federal government outreach (working with the delegation, World Bank, and federal agencies) for an economic summit scheduled to occur in July.
- Alaska Native Arts Foundation (NSG): Request appropriations and track funding opportunities.
- All Group (NSG): Develop a strategy for changing the federal tax code to benefit the settlement arrangement.
- Arctic Power (JFA): Advocate for environmentally sound oil development in the Arctic National Wildlife Refuge.
- AT&T (JFA): Monitor telecommunications legislation and regulatory issues.
- Crab Rationalization And Buyback Group (NSG): Monitor reauthorization of the Magnuson Stevens Act.
- CRG Research (NSG): Assist with federal government business development.
- Federal Express (JFA): Monitor transportation issues.
- Global Science (JFA): Monitor energy policies.
- Ketchikan Seafoods (JFA): Monitor Alaska fisheries issues and legislation.
- Marine Science (JFA): Monitor maritime and trade issues.
- Burlington Northern Santa Fe (JFA): Monitor highway and railroad legislation.
- Maritime Conservation Alliance (NSG): Coordinate and help plan congressional briefings and information distribution.
- MHI Systems (NSG): Request appropriations for technology development and track relevant funding opportunities.
- Mortgage Insurance Companies of America (JFA): Monitor financial services legislation.

- **National Ski Area Association (JFA):** Monitor public lands and recreation laws and regulations.
- **Northern Air Cargo Airlines (JFA):** Monitor aviation and U.S. Postal Service issues.
- **Northland Services (JFA):** Monitor maritime issues.
- **Silver Trail Works, Inc. (NSG):** Request appropriations for regional trail network.
- **Thirteenth Regional Corporation (JFA):** Request legislation to acquire land for corporate ownership and investment.
- **United Airlines (JFA):** Monitor aviation and transportation security issues in the Congress and executive branch.
- **United Catcher Boats (NSG):** Report on hearings and meetings relating to the reauthorization of the Magnuson Stevens Act and other fisheries issues.

RESUMES

***North Star Group / Jack Ferguson Association Response to RFP #04-098
Malantushka-Susitna Borough Federal Lobbyist Services***

VERONICA A. SLAJER

Professional Profile

North Star Group

Government Affairs Advisor and Project Manager. Provide legislative counsel and business consulting to individuals and organizations seeking federal action in Washington, D.C. Also manage projects, and provide research and analysis for Alaska government, businesses and private groups. North Star Group provides consulting services for groups such as the Alaska Federation of Natives, Rabbitts Power, Alaska Pipeline Service Company, Siles Trail Works, Inc., Bristol Bay Borough Fisheries Economics Development Commission, and the City of Kotzebue. January 2003 to present. Former consultant the North Coast Research / ECHS between 1989 and 2000 on an intermittent basis; returned consulting in January 2003.

ALASKA PIPELINE SERVICE COMPANY

Federal Government Relations, Assistant Manager. Lobby in Washington DC on behalf of Alaska pipeline and monitor issues important to Alaskans. Maintain strong communication with the Alaska Legislature, key congressional contacts and federal agencies to ensure awareness of issues affecting Alaska Pipeline and the petroleum industry. Track legislative hearings and committee meetings on these and broader issues affecting Alaskans (e.g., labor, health care, etc). Coordinate and staff meetings for visiting corporate personnel. Also attend political and community functions important to maintain a positive image for the company. July 2000 to present; consultant effective Jan 2003.

STATE OF ALASKA

State Director, Alaska Commission on Rural Governance and Empowerment. Provided overall supervision and logistical support for a statewide initiative to improve the delivery of services (e.g., public safety, justice, education and economic development) to, and relations with, rural Alaska people. The governor appointed a 22-member commission (17 Alaska Native and 5 non-Native) conducted an on-balance 18-month investigation of the conditions and opportunities in rural Alaska through fact-finding meetings and on-the-ground visits to every region of the state. Write and manage the development of two reports: *Rural Report to the Governor*, April 1998, which stated the Commission's work and the *Rural Report to the Governor*, June 1999, which described how the State of Alaska should strengthen local self governance and improve state-local relations. March 1998 to July 1999.

Special Assistant to the Commissioner / Special Projects Coordinator, Alaska Department of Commerce and Economic Development. Initiated and managed department-wide projects for the Commissioner's office, provided early oversight of the governor's *Alaska Economic Development Initiative*, coordinated the governor's job exhibit campaign campaign on website, spearheaded the department of commerce first products value-added program, and managed the state's response to the Ketchikan Pulp Mill closure. February 1995 to March 1998.

Transition Team Coordinator / Under Transition Team. Staff coordinator to the economic and community development and the fiscal policy teams. December 6, 1994, to February 1995.

Policy Analyst, Office of the Governor, October 1989 to January 1991. Provided research and analysis for the governor's division of policy on issues including transportation, solid waste management, and housing and public safety. Organized public outreach for the governor's education (endowment) fund. Administered a 500-person statewide public opinion survey on education. Assisted in the production of the 1989 and 1990 State of Alaska performance reports and the 1991 Budget Book.

Legislative Aide, Alaska State Legislature, House Majority Office, Representative Mike Navarre, Senators Pat Pomeroy and Dave Donley, September 1988 to May 1989 (full-time), and July to November 1994 (part-time). Researched public policy issues and legislation, with emphasis on transportation funding (ISTEA) and economic recovery issues such as the Neighborhood Revitalization Initiative of 1989, developed capital project requests, prepared written and oral briefings, and testified at legislative hearings. Designed written materials (e.g., newsletters, brochures and ads).

OTHER ALASKA EMPLOYMENT

Finance Director / Field Coordinator, Dave Walsh Anchorage Mayoral Campaign. Managed finance operations (April to July). Organized the campaign's voter identification and get-out-the-vote efforts through phone bank and door-to-door teams (August to November). April to November 1987.

Southeast Alaska Regional Marketing and Sales Manager, Westmark Hotels, Inc. (formerly Sheffield Hotels). Developed and implemented marketing strategies targeting government and corporate travelers, and served as regional liaison for southeast Alaska. October 1985 to March 1987.

Education

California Lutheran University, Thousand Oaks, California. Bachelor of Arts, 1985; Business Administration, major; Communication Arts, minor; Business Association, Vice President, 1983 to 1985 and Academic Standards Committee, Secretary, 1983 to 1984.

University of Alaska Fairbanks, 1980-1981.

Ketchikan High School, 1979, honors.

Community Service and Memberships

Alaska Native Arts Foundation, founding director and treasurer of the national charitable organization dedicated to supporting Alaska Native artists and the preservation of Alaska Native culture. 2002 to present.

Association of Oil Pipelines / American Petroleum Institute, national trade and advocacy groups. Served on the joint AOPI/API public awareness committee that developing web-based information and education materials on America's pipelines. 2001 to 2003.

Fairfax Trails and Streams, a community-based recreation committee. 2001 to present.

Commonwealth North, an Alaska business and public policy organization. Served on economic development task force and currently serve on the program committee. 1993 to 1998 and 2000 to present.

Anchorage Neighborhood Housing Services, a non-profit housing and small business development corporation was founded in 1982 to improve neighborhoods through the development of public/private partnerships. Served as corporate secretary during 1994, and various other positions on the executive, finance, residential loan and public relations committees more than seven years. November 1987 to 1994.

January Open Meetings Act Task Force, a task force that reported to the mayor and city assembly on the Alaska open meetings statutes and provided advice on the ramifications of holding closed meetings. 1986 to 1987.

KARL ANDREW OHLS
1900 North Johnson Street
Arlington, Virginia 99801
Cell Phone (202) 431-2938
kohl@northstar.com (or) karohl@alaska.net

WORK EXPERIENCE

Senior Policy Advisor

North Star Group, June 2003 to present

Federal government and policy advisor in a government affairs and business consulting firm specializing in Alaska issues and based in Washington, DC.

Consultant

Circumpolar Conservation Union, February 2003 to June 2003

Provided staff support for a nonprofit organization concerned with the protection of Arctic indigenous peoples' culture and Arctic ecology. Worked out of the Washington, DC office to research foundations and monitor relevant issues.

Special Staff Assistant to the Governor

Office of the Governor, State of Alaska, July 2002 to December 2002

Special Assistant for jobs and the economy. Handled all issues that arose in the Governor's office pertaining to the departments of Labor and Workforce Development, Transportation and Public Facilities, Community and Economic Development, Revenue, and Administration. Worked on speeches, news releases, opinion pieces, talking points, and the Governor's correspondence. Responded to constituent inquiries and problems.

Special Assistant to the Commissioner

Alaska Department of Labor and Workforce Development, Office of the Commissioner, December 1999 to July 2002

Managed special projects for the commissioner of labor, including department participation in the Governor's salmon disaster relief effort (Operation Renew Hope) and the Jobs Cabinet. Worked on rural outreach for department programs, mostly in the area of job training and employment security. Handled constituent matters.

Development Program Manager/Lead Development Specialist

Alaska Department of Commerce and Economic Development, Division of Trade and Development, September 1995 to June 1999

Administered the division's resource development section. Managed resource development and economic development projects. Supervised a staff of six development specialists working with fisheries, minerals, forest products, industrial recruitment, small business development, northern affairs, and foreign trade. Researched and prepared speeches and backup material for the commissioner and director.

Fisheries Development Specialist

Bering Sea Fishermen's Association, January 1993 to September 1995

Administered a federally funded program designed to support the Western Alaska Community Development Quota Program, a federal initiative that allocated Bering Sea fisheries resources to the region's Native villages. Prepared annual federal grant application. Published newsletters and reports. Organized a trade association for the CDQ groups and served as the part-time executive director. Researched CDQ issues and testified on CDQ program benefits before government commissions, legislative and congressional committees, and the North Pacific Fishery Management Council. Organized CDQ delegation trips to Washington D.C.

Legislative Assistant

Senator Fred F. Zharoff, Alaska State Legislature, November 1984 to January 1993

Managed legislative staff work for State Senator Fred F. Zharoff of Kodiak. Served a fisheries-oriented constituency in a legislative district that included Kodiak Island, Bristol Bay, the Alaska Peninsula and the Aleutian Chain. Oversaw Sen. Zharoff's fisheries and resources-related legislation. Wrote testimony and spoke on bills and resolutions before legislative committees. Researched and solved constituent problems. Wrote speeches, newspaper columns, news releases, letters, backup materials, resolutions, citations and memorials.

Southeast Editor

Alaska Fishermen's Journal, January 1983 to June 1984 - Conducted interviews, researched issues, and wrote news articles about commercial fishing activities in Alaska.

Reporter (half-time)

KTOO-TV, Capital Community Broadcasting, Inc., August 1982 to June 1983 - Produced and wrote video news and feature stories about events in Juneau and Southeast Alaska for "The Evening Edition," a nightly news program.

Editor

United Fishermen of Alaska, August 1979 to May 1979 - Edited the *Alaska Fisherman*, the UFA's monthly newspaper. Directed statewide coverage of Alaska's commercial fishing industry. Wrote, photographed, and edited stories about commercial fishing.

Juneau Correspondent

Alaska Public Radio Network, January 1979 to May 1979 - Produced a daily 15-minute news program about events in the Alaska Legislature.

News Director

KMXT-FM, Kodiak Public Broadcasting, November 1977 to January 1979 - Produced two daily half-hour newscasts and a weekend review program for Kodiak's public radio station. Covered all local news.

Reporter

Kodiak Daily Mirror, September 1977 to November 1977 - Worked with two person editorial staff to cover all local news.

Reporter (intern)

The Anchorage Times, summers 1974 to 1976 - On-the-job training in all aspects of news reporting. General assignment reporter writing features, straight news, police reports and sports.

ADDITIONAL EXPERIENCE

- On behalf of employers, served on the Alaska State Community Service Commission, 2001-2003, the University of Alaska Fishery Industrial Technology Center Policy Council, 1996-1999, and the Fisheries Conservation Action Group, 1993-1995.
- Completed work-related classes in supervision, performance evaluations, public administration, Workplace Alaska, recognizing sexual harassment, PowerPoint software, and paperwork management, 1995 to 2002.

EDUCATION

1975-1977	University of Puget Sound - Tacoma, Washington. Majored in Communications.
1973-1975	Alaska Methodist University - Anchorage, Alaska. Majored in English.
1973	Graduated from West High School in Anchorage, Alaska.

Cynthia L. Muller

Summary of Qualifications

Email: Cynthia@northstargrp.com

Strategic Planning, Grant Administration, Program Management, Project Management, Fund Raising, Business Writing, Grant Evaluation, Consulting, Research

Attained results as Planning Director/Manager in a non-profit health corporation serving a community of over 44,000 individuals in Southcentral Alaska. Increased grant funding from \$15,000,000 to \$23,000,000 in 15-month period. Accomplished in developing corporate planning initiatives and restructuring of program initiatives. Specialized in development and management of grants in health and related fields from private, state, and federal grants. Practical experience in program and project management. Strong team-building, leadership, motivation, communication skills with ability to work under time constraints.

Professional Experience

The North Star Group
McLean, Virginia

Development Specialist
1/04-Present

Responsible for all grant-related research and development through, identifying grant opportunities, developing project activities and establishing community collaborations.

Southcentral Foundation (www.scf.cc)
Anchorage, Alaska

Planning Director/Manager Grant Development and Administration
10/01-9/03

Responsible for long-term strategic development and performance tracking for non-profit healthcare organization. Collaborated with divisional management for the acquisition and maintenance of funds to support current and future funding. Prepared and reviewed all funding proposals submitted on behalf of Southcentral Foundation. Ensured all grants were administered in compliance with applicable laws, regulations, and statutes.

Southcentral Foundation
Anchorage, Alaska

Program Manager
9/80-12/01

Directed the program management of social services provided to elderly clients.

Southcentral Foundation
Anchorage, Alaska

Special Assistant
6/99-9/00

Coordinated activities for senior management relating to planning, development and implementation of programs and strategic initiatives.

Stanford University- Psychology Department
Stanford, California

Research Assistant

9/92-6/99

Assisted psychology department staff in research study on depression in biological mothers and daughters.

**Stanford Center for Professional Development- Stanford Online (www.scwd.stanford.edu/psd/)
Stanford, California**

Webmaster

12/93-6/99

Responsible for daily changes to website, duties included recording and cropping streaming video Internet use, editing text, and formatting graphics.

Other Experiences

**Energy Consortium
Washington, DC**

Consultant

Assisted project team on national campaign to end lead poisoning through research, development of project materials, and working with regional community organizations to develop and implement funding campaigns.

CLASE

Anchorage, Alaska

Consultant

Researched and development materials for non-profit organization with identifying local program funding.

**Alaska Run for Women (www.akrfw.org/)
Anchorage, Alaska**

Race Director

Directed and coordinated an annual 4500 participant running event to raise money for breast cancer research.

Education

- **Masters Business Administration, University of Washington, Seattle, WA, expected graduation June 2005**
- **Bachelor of Arts (Psychology), Stanford University, Stanford, CA, 1999**

JOHN DUNCAN FERGUSON
203 Maryland Avenue, N. E.
Washington, D.C. 20002
202/544-6655

EXPERIENCE

1978 - Present

President - Jack Ferguson Associates, Inc.

Registered representative before the U.S. Congress and government agencies for corporations and trade associations. The firm monitors and analyzes Congressional and Executive branch activities, works with clients to assess the impact on their business of existing and proposed legislation and regulations, advises clients about the legislative process and relevant political variables, drafts legislative language and testimony, formulates legislative strategies and implements said strategies by working with members of Congress, their staff and government officials.

Current clients: AT&T, Burlington Northern/Santa Fe, Expedia, Federal Express, Global/Santa Fe, Intersections, Lyden Air Cargo, Maersk Sealand, Mortgage Insurance Companies of America, Newspaper Association of America, Northern Air Cargo, Solid State Lighting, and United Airlines.

Former clients include: US Borax, Conoco, Inc.; Dillingham Construction, Northwest Pipeline Company; The Williams Companies; RTZ Corporation; BellSouth Corporation; Western Forest Industries Association; Alaska Loggers Association; Western Airlines; and the Department of Revenue of the State of Alaska.

Major legislation worked on includes: Highway Reauthorization Act; The Energy Policy Act of 2003; Vision 100 Century of Aviation Reauthorization Act; Coast Guard Reauthorization, yearly Appropriation Bills.

1976 - 1978

Administrative Aide, U.S. Senator Ted Stevens, Assistant Senate Republican Leader

Position involved working with Republican Senators on the development and execution of legislative strategies. Responsibilities included: White House leadership meetings; staffing the Tuesday Senate Policy Luncheon; communicating Republican leadership positions on pending legislation to Republican Senators and staff; preparing vote counts and working with Republican and Democratic leadership staff. Held top security clearance.

Also responsible for coordinating and shaping Senator Stevens' legislative agenda; briefing the Senator on issues and activities relevant to his committee assignments; scheduling and staffing constituent meetings; hiring, supervising and evaluating the Senator's committees and personal staff; interfacing with the campaign staff; establishing and maintaining the office budget. The Senator's staff numbered approximately 60 employees.

1972 - 1976 Administrative Aide, U.S. Representative Don Young

Responsibilities included: delegating legislative assignments to staff members; briefing Mr. Young on issues and activities relevant to his committee assignments; assisting Mr. Young in formulating legislative positions and strategies; hiring, supervising and evaluating Mr. Young's committee and personal staff of approximately 20 employees; scheduling constituent meetings; overseeing and interfacing with the campaign staff; and establishing and maintaining the office budget.

1970 - 1972 Legislative Aide, U.S. Representative Floyd Hicks (D - WA)

Responsible for transportation, energy and defense issues. Wrote memoranda and speeches.

MILITARY SERVICE

1969 - 1970 Lieutenant, United States Army, Intelligence Branch (active duty)

1970 - 1776 Captain, United States Army (Ret.) (inactive reserve duty)

EDUCATION

1968 - 1969 University of Oregon, Masters Degree - Political Science

Masters program included studies at the Academy of International Law, The Hague, and at Freier Universitat, West Berlin.

1964 - 1968 University of Oregon, B.A. - Political Science

Government Relations/External Affairs

Decades amongst with proven record of mediating opposing interests in politically charged situations. Exceptional group of administrative and legislative process, coupled with legal education and practice. Close working relationship with top management in government, corporations, and associations. Demonstrated aptitude for grasping technical matter quickly and innate ability to clarify and distill complex problems. Effective at dealing with the public, legislature, the executive branch, and the media. Skilled meeting facilitator in context of controversial issues.

Professional Experience and Selected Achievements

Legislative Liaison

Served as Governor's point person responding to the closure of Alaska Pulp Company, a major industrial operation in Sitka, Alaska. Made technical and financial statements available to displaced workers and community in prompt orderly fashion, and helped community leaders develop strategic plan for community's future. Result: Transition occurred relatively smoothly, with needed resources available.

Facilitated passage of federal legislation critical to the Alaska Department of Environmental Conservation, resulting a provision that appeared to be dying in Congress despite lack of substantive objection. Met with House and Senate representatives, succeeded in having another bill which was moving through Congress amended to include the provision the State needed. Met with key business interests and allayed their concerns that the addition of this provision jeopardized the bill. Result: Important state-specific amendment to environmental law, which had been sought for 5 years, became law, thereby helping small, rural communities in Alaska.

Created standardized procedures for departments to evaluate bills pending in the Alaska Legislature, enabling the Governor to adopt more timely and better informed policy positions. Prioritized and packaged Governor's legislative initiatives to help provide direction to Executive Branch. Informed the Legislature and the public of the administration's priorities. Developed legislative strategies to advance Governor's priorities, seeking passage of bills favored by the administration and blocking or amending bills not favored.

Met regularly with Speaker of the House, President of the Senate, and their respective majority leaders to ensure good communication and coordination between Executive and Legislative Branches. Represented the State at meetings in Japan and China, and staffed the Governor on trips to Norway, where he chaired the annual meeting of The Northern Forum, and the Yukon Territory, where regional governmental meetings were held to discuss issues of mutual concern. Served as Governor's diplomatic representative in dealings with consulates and officials from Russia, Japan, Argentina and Canada.

Dispute Resolution

Resolved long-standing, bitter contractual dispute between the Department of Commerce and the Alaska Visitors Association in connection with a joint effort to market the state as a tourist destination. Simultaneously coordinated Department's response to legislative audit to ensure new contract conformed with Department's interpretation of audit results. Facilitated agreement by parties to contract, which increased financial contribution from industry for the marketing program from 25% to 33% of the overall budget.

- Guided set of contentious regulations through regulatory process, working closely with personnel from Department of Natural Resources and attorneys to revise proposed regulations to settle unresolved and ambiguous issues. Negotiated with numerous other interested parties, including government agencies, industry groups, and the environmental community; addressed public comments and media inquiries; and brought closure and clarity to this complex issue.

Management

- Managed staff of 25 professionals responsible for supporting 22 Senators in state legislature. Directed staff initiative in policy analysis and communication plans. Developed and implemented a legislative and political strategy for the caucus.
- As Commissioner's chief assistant, or number two person in Department of Natural Resources, managed all functions of 1,000-employee Department with a budget exceeding \$50 million. Developed comprehensive Strategic Plan for the Department, examining all Department activities to determine consistency with overall mission, prioritizing goals and preparing a publication clarifying Department's priorities that was generally distributed to the Legislature and the public. Reconfigured budget to conform with plan, including development of new fee structures in some programs.
- Directly supervised and directed staffs ranging from 3 to 6; coordinated activities of legislative liaisons representing 15 Executive Branch Departments. Chaired weekly meetings during legislative session to exchange information, coordinate interdepartmental activities and ensure clear, consistent message from the administration. Managed daily operations of Governor's Legislative Office, managing information flow, setting priorities, and monitoring progress toward goals.

Work History

Senior Vice President and General Counsel, JACK FERGUSON ASSOCIATES, Washington, D.C., 1998-1999, 2000-2001, 2004 to the present
Special Counsel to the Chairman, COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE, U.S. HOUSE OF REPRESENTATIVES, Washington, D.C., 2002-2004
Chief of Staff/Staff Director, WASHINGTON STATE SENATE, Olympia, Washington, 1999-2000
Associate Director for State/Federal Relations, OFFICE OF THE GOVERNOR OF ALASKA, Washington D.C. 1994-1998
Legislative Director for the Governor, OFFICE OF THE GOVERNOR OF ALASKA, Juneau, Alaska 1994
Special Assistant to the Governor, OFFICE OF THE GOVERNOR OF ALASKA, Juneau, Alaska 1993
Special Assistant to the Commissioner, ALASKA DEPARTMENT OF NATURAL RESOURCES, Juneau, Alaska 1992-1993
Special Assistant to the Commissioner, ALASKA DEPARTMENT OF COMMERCE & ECONOMIC DEVELOPMENT, Juneau, Alaska 1992
Associate Attorney, LANE POWELL SPEARS LUBERSKY, Portland, Oregon 1991-1992
Assistant Director of Development, STANFORD UNIVERSITY, Stanford, California 1986-1988
Legislative Aide, Alaska State Legislature, OFFICE OF REPRESENTATIVE DRUE PEARCE, Juneau, Alaska 1985-1986
Assistant Director of Admissions, STANFORD UNIVERSITY, Stanford, California 1983-1985

Education

J.D., GEORGETOWN UNIVERSITY LAW CENTER, Washington, D.C. 1988-1991
Activities: Executive Editor of American Criminal Law Review, Student Chair of Law Center Finance Committee, Student Chair of Faculty Search Committee, Student Recruiting Committee for Admissions Office
B.A., Economics, STANFORD UNIVERSITY, Stanford, California 1979-1983
Activities: Senate Chairman (Associated Students of Stanford University), Assistant to the University Ombudsman, Sports Broadcaster for KZSU (student radio station)

MARY BETH S. NETHERCUTT

PROFESSIONAL EXPERIENCE

JACK FERGUSON ASSOCIATES, INC.

May 2003 – Present

Vice President of consulting firm specializing in tribal, transportation, energy and natural resources, and telecommunications issues.

**NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
U. S. DEPARTMENT OF COMMERCE**

July 2001 – April 2003

Director, Office of Legislative Affairs. Director of 20-person staff responsible for: coordinating all National Oceanic & Atmospheric Administration (NOAA) contacts with Congress; planning, directing and coordinating legislative programs of immediate concern to the Under Secretary/Administrator; identifying and tracking all legislation of interest to NOAA and keeping key officials informed; preparing NOAA's views on proposed or pending legislation; and coordinating with the Office's counterpart in the Department of Commerce.

SENATE APPROPRIATIONS COMMITTEE

March 1997 – July 2001

Clerk, Subcommittees on the District of Columbia. Responsible for analyzing Federal and local budget proposals for annual District of Columbia appropriations bill; drafting appropriations legislation and committee reports; staffing subcommittee hearings; monitoring legislation impacting District of Columbia issues; negotiating District of Columbia budget issues with the Administration, Congressional staff, and District officials.

SENATE GOVERNMENTAL AFFAIRS COMMITTEE

1995 – 1996

Professional Staff. Responsible for oversight of Federal Offices of Inspectors General.

PARTNER, NETHERCUTT LAW OFFICES

1983 – 1995

Attorney in civil practice with focus on corporate, estate planning, and adoption law.

PROFESSIONAL ACTIVITIES

Washington State Bar Association

1983 – Present

Spokane County Bar Association

1983 – 1995

COMMUNITY SERVICE

Deaconess Medical Center Foundation Board Member

1991 – 1994

Junior League of Spokane

1984 – 1992

Juvenile Diabetes Foundation Board Member

1991 – 1995

EDUCATION

University of South Carolina, BA (Phi Beta Kappa/Cum Laude)

1973

Gonzaga University School of Law, JD (Summa Cum Laude)

1983

ALASKA BUSINESS LICENSE

*North Star Group / Jack Ferguson Association Response to RFP #04-098
Matanuska-Susitna Borough Federal Lobbyist Services*

PROFESSIONAL SERVICES AGREEMENT

#04-098
Federal Lobbyist Services

COPY

THIS AGREEMENT made and entered into this 13th day of April 2004, by and between the MATANUSKA-SUSITNA BOROUGH and NORTH STAR GROUP.

Section 01 Definition

In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Consultant" means North Star Group.
- 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 North Star Group.

Section 05 Time of Performance

The services of the Consultant shall commence upon execution of this Agreement by the Manager and shall run to June 30, 2005. The period of performance may be extended for additional periods only by the mutual written agreement of the parties subject to annual appropriation of funds.

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 receipt 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 SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) per year, plus pre-approved expenses. Subject to annual appropriation of funds.

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

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Borough, thereto; provided, however that claims for money due or to become due to the Consultant from the Borough under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough, or the Consultant shall be responsible to the Borough for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the Borough.

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, there shall be made 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 _____. 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

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:

FULL TEXT	REFERENCE
Submittal Page	Matanuska-Susitna Borough Business License
Appendix 'A' - Scope of Services	Copy of Professional License
Appendix 'B' - Fee Schedule	

Section 25 Defense and Indemnification

A. The Consultant shall indemnify, hold harmless, and defend the Borough from and against any claim of, or liability for negligent acts, errors or omissions of the Consultant under this agreement. The Consultant shall not be required to indemnify the Borough for a claim of, or liability for, the independent negligence of the Borough. If there is a claim of, or liability for, the joint negligent error or omission of the Consultant and the independent negligence of the Borough, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Consultant" and "Borough", as used within this article, include the employees, agents and other consultants/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Borough's selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant's work.

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

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation Insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the Borough.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:
\$300,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$300,000. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. **Auto Liability:**

\$100,000 combined single limit per accident for bodily injury and property damage.

3. **Worker's Compensation and Employers Liability:**

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident - \$100,000 each accident

Bodily injury by Disease - \$100,000 each employee

Bodily injury by Disease - \$500,000 policy limit

4. **Excess Liability:**

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. **Deductibles and Self-Insured Retention**

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability**

a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. any insurance or self-insurance maintained by the Borough, its Administrator,

officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

- c. The Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the Borough.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Consultant to the attention of the Borough's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement, pursuant to Section 8.

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: 143 Kirby Road, McLean, VA 22101

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 Officials Not to Benefit

No members of or delegates to the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Agreement. No member of the legislature or officer of the state of Alaska or the Borough shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Section 33 Fund Verification

Fund source and verification of funds for this project:

Funding Source: 100.100.110.426.900

Verified by K. P. Muck 4/1/04
Future years funding is Date
subject to assembly appropriation.

MATANUSKA-SUSITNA BOROUGH

John Duffy
JOHN DUFFY,
Borough Manager

NORTH STAR GROUP

Veronica A. Slajer
Title: President

STATE OF ALASKA DC

Third Judicial District

On April 6, 2004, Veronica A. Slajer personally appeared before me,

1. ☐ who is personally known to me
2. ☒ whose identity I proved on the basis of Alaska Drogals License
3. ☐ whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the Agreement for Proposal #04-098, Federal Lobbyists Services and he/she acknowledged that he/she signed it.

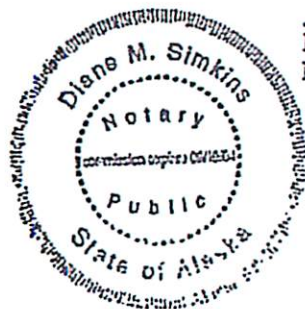
RONALD W. HEISLER
Notary Public, District of Columbia
My Commission Expires August 24, 2007

[Signature]
Notary Public
My Commission expires: _____

STATE OF ALASKA

Third Judicial District

On April 13, 2004, JOHN DUFFY, Borough Manager, 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.



Diane M. Simkins
Notary Public
My Commission expires: 9/19/04

SUBMITTAL PAGE

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Am17-049

Proposal Submittal Page
Proposal # 04-098
Federal 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 Matamoras-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").

North Star Group
Company Name

February 24, 2004
Date

1463 Kirby Road McLean, VA 22101
Mailing Address

[Signature]
Signature

McLean, Virginia
City, State and Zip Code

Veronica Slater
Printed (or typed) Name

Veronica Slater
Contact Person (printed or typed)

Government Affairs Advisor
Title (printed or typed)

703.442.0355
Phone Number

vaslater@northstargrp.com
Email Address (optional)

703.442.0755
Facsimile Number

It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.	Proposers should include the following with their proposal. ☑ Signed Submittal Page (acknowledging Addenda if applicable) ☑ One (1) original and six (6) copies of your signed proposal. ☑ Copy of your Professional License ☑ Cost Proposal in Separate sealed envelope
--	---

(List Addenda numbers that you are acknowledging receipt of)

APPENDIX A

**SOLICITATION #04-098
FEDERAL LOBBYIST SERVICES**

SCOPE OF SERVICES

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

1. Obtain federal appropriations for borough projects, to include but not limited to capital, operating, and demonstration;
2. Assist in obtaining federal legislation, statutes, and executive orders to address borough priorities;
3. Provide monthly reports describing: contacts made, issues discussed, Congressional 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



NORTH STAR GROUP

February 24, 2004

**Matanuska-Susitna Borough
Purchasing Division of Finance
390 E. Dahlia Avenue
Palmer, Alaska 99645**

To Whom It May Concern:

The North Star Group and Jack Ferguson Associates are pleased to submit our costs for providing federal lobbying services for the Matanuska Susitna Borough (RFP#04-098).

We request an annual retainer of \$60,000* plus extra ordinary expenses pre-approved by the manager including but not limited to travel to Alaska and meeting expenses on behalf of the Matanuska Susitna Borough with congressional members and staff, printing, and conference calls.

Please contact our office at (703) 442-0355 should you have any questions regarding this cost proposal.

Sincerely,

**Veronica A. Slajer
Government Affairs Advisor**

***Please note that in the next two months much time and effort will be dedicated to catching up on the appropriations and transportation authorization process.**

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**1463 Kirby Road, McLean VA 22101
Ph. (703) 442-0355 Fax (703) 442-0755**

Am17-049

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

NORTH STAR GROUP

203 MARYLAND AVE, NE WASHINGTON DC 20002

owned by

SLAJER A VERONICA

is licensed by the department to conduct business for the period

May 12, 2016 through December 31, 2017
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