

## PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT**, made this \_\_\_\_ day of March, 2021, at Valdez, Alaska, by and between the CITY OF VALDEZ, hereinafter called the "City", and Capitol Hill Consulting Group hereinafter called the "Firm", with respect to the performance of certain consulting services in the government relations area. The terms and conditions of this Agreement are as follows:

1) During the term of this Agreement, the Firm will render services to the City with respect to federal legislative and administrative matters of importance to the City.

2) It is understood and agreed, with respect to the services the Firm shall render pursuant to paragraph 1 above, the Firm will perform such services exclusively as an independent contractor to, and not as agent or employee of, the City.

3) The Firm will hold in a fiduciary capacity for the benefit of the City all secret or confidential information, data or policies relating to the City that shall have been obtained by the Firm during the term of this Agreement.

4) The principal contact for the City will be the City Manager, to whom the Firm will report on progress of legislative initiatives and issues, and from whom the Firm will receive direction.

5) The Firm shall immediately advise the City of any activity deemed to be critical to the City's interests and shall provide adequate notice of all such matters as may require a timely response by the City.

6) (a) For all of the services and undertaking of the Firm hereunder during the term of this Agreement, the City shall pay to the Firm a retainer of \$30,000 payable in monthly installments of \$2,500 each, which shall be due prior to the beginning of each month for the term of this Agreement.

(b) The City will pay an additional amount of \$2,250 (7.5% of retainer) payable in monthly installments of \$187.50 each to cover normal operating costs (principally for business lunches/meetings, long-distance telephone and other communications, postage, document reproduction, and other expenses) that shall be incurred during the term of this Agreement.

(c) Any travel or other extraordinary expenses above normal operating costs, must have the prior approval of the City Manager, and shall be reimbursable up to a maximum of \$4,500.

(d) Total payments for professional services and other expenses under this agreement may not exceed a total contract authorization of \$36,750.

7) The term of this Agreement shall commence on March 16, 2021, and shall continue until December 31, 2021. In November of 2021, the Valdez City Manager will confer with the Valdez City Council to determine the option of contracting with Capitol Hill Consulting Group for future years if Administration and a majority of the City Council are satisfied with the firm's ability to meet the needs of the City of Valdez. The Agreement may be terminated with a 30-day written notice given by either party to the other.

Accepted this \_\_\_\_\_ day of March, 2021.

CAPITOL HILL CONSULTING GROUP

CITY OF VALDEZ, ALASKA  
APPROVED:

\_\_\_\_\_  
Jack Victory, CEO

\_\_\_\_\_  
Sharon Scheidt, Mayor

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ATTEST:

DATE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

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

\_\_\_\_\_  
Signature of Company Secretary or Attest

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

\_\_\_\_\_  
Mark Detter, City Manager

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

APPROVED AS TO FORM:  
Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
Jon S. Wakeland

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