

**SUBJECT: Award Of Professional Services Contract To Deby Trosper For The Alaska Path Of Freedom Brick Project In The Amount Of \$73,000**

REQUESTED BY: Public Works

PREPARED BY: Public Works

DATE: November 30, 2000

FOR AGENDA OF: December 11, 2000

**SUMMARY:**

The attached professional services contract with Deby Trosper will extend through September 30, 2002 when the Alaska Path Of Freedom brick project is completed. As outlined in the Exhibit "A" of the contract, the consultant will provide a variety of services to implement and coordinate this program.

Funding will come from the budget set up to support the brick project and approved by the Council at this meeting.

**FISCAL IMPACT:**    No   x   Yes, amount requested: \$ 73,000  
Fund: Consultants 14-55-479-334-00

**RECOMMENDED ACTION:**

Council is requested to approve the funding of a professional services contract With Deby Trosper through September 30, 2002 for a total not-to-exceed of \$73,000.



Reviewed by: SARAH PALIN, Mayor

Attachments: Contract For Professional Services with Exhibit "A"

Presented to council on 12/11/2000  
Action taken:  Approved  Denied  
other \_\_\_\_\_  
Verified by [Signature]

**CONTRACT FOR PROFESSIONAL SERVICES  
WITH  
DEBY J. TROSPER**

In consideration of the mutual promises herein, City of Wasilla and Deby Trospen agree as follows. This contract consists of:

**SECTION 1. Definition** In this contract:

- A. The term “City” means the City of Wasilla, 290 E. Herning, Wasilla, Alaska 99654.
- B. The term “Consultant” means Deby Trospen.
- C. The term “Administrator” means the **Director** of the **Department of Public Works**, or his designee.

**SECTION 2. Contract Services**

- A. The Consultant is to perform all services, or coordinate the efforts of volunteers to complete the project as set forth in Exhibit “A”.
- B. This method of contracting will be used for projects where the estimated Consultant fee is under \$100,000. It is expected that the selected Consultant will perform several scopes of the project. However, the City does not anticipate exceeding \$45,000 a year during the contract period with the Consultant. Since the project is anticipated to be a smaller type project, the City of Wasilla will not require professional liability insurance as part of this contract.
- C. Wasilla shall not allow any claim for services other than those described in this section. However, the Consultant may provide, at its own expense, any other services that are consistent with this contract.

**SECTION 3. Time for Performance**

- A. This contract becomes effective when signed on behalf of the City of Wasilla.
- B. The Consultant shall commence performance on December 1, 2000 and complete that performance no later than September 30, 2002.
- C. The period of performance may, by mutual consent, be extended for two (2) one-year periods.

**SECTION 4. Compensation; Method of Payment**

- A. Subject to the Consultant's satisfactory performance, Wasilla shall pay the Consultant no more than \$100,000 in accordance with this section. If all option periods are exercised, the maximum compensation will be \$100,000. Consultant shall receive an hourly rate of \$16.75 for 80 hours every two weeks. 20 hours a pay period shall be listed with no pay as volunteer hours. An additional \$500.00 per month will be added to every other paycheck until the amount of \$3000.00 is reached within phase 1, ending March 5, 2001. Any additional bonuses shall be discussed and decided based on performance of Consultant.
- B. Wasilla shall pay the Consultant in accordance with the agreed amount on a bi-weekly basis.
- C. The Consultant is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- D. The Administrator shall act as City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- E. Special Consultants. The parties understand and agree that the consultant may not retain special consultants, engineers, technicians, or other persons to assist in the performance of work under this agreement at the expense of the City in addition to the sums described in Subsection A unless the City consents in advance to their employment or retention.
- F. Any fees, insurance or other entitlements necessary in conjunction with the Consultant's overseeing the project, will be paid by the City.

**SECTION 5. Indemnification**

The City agrees to indemnify the Consultant from any and all claims, demands, damages, suits or liability, and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the City, the City's employees, and subcontractors in connection with the Project.

**SECTION 6. Termination of the Consultant's Services**

The Consultant's services under Section 2 may be terminated:

- A. By mutual consent of the parties.

- B. For the convenience of Wasilla, provided that Wasilla notifies the Consultant in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within thirty (30) days after receiving the notice.

**SECTION 7. Duties Upon Termination**

- A. If Wasilla terminates the Consultant's services for convenience; Wasilla shall pay the Consultant for its actual costs reasonable incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and material prepared by the Consultant shall become the property of Wasilla.
- B. If the Consultant's services are terminated for cause, Wasilla shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Wasilla because of the Consultant's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Consultant under this contract shall become the property of Wasilla at its option.
- C. If the Consultant receives payments exceeding the amount to which it is entitled under subsections A or B of this section, she shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. The Consultant shall not be entitled to any compensation under this section until the Consultant has delivered to the Administrator all documents, records, work product, materials and equipment owned by Wasilla and requested by the Administrator.
- E. If the Consultant's services are terminated, for whatever reason, the Consultant shall not claim any compensation under this contract, other than that allowed in this section.
- F. If a final audit has not been performed before the Consultant's services are terminated, Wasilla may recover any payments for costs disallowed as a result of the final audit.

G. Except as provided in this section, termination of the Consultant's services under Section 5 does not affect any other right or obligation of a party under this contract.

**SECTION 8. Non Discrimination**

The consultant shall not, in the course of performing its duties under this contract, discriminate against any person on the basis of race, religion, color, national origin, sex, marital status or physical handicap.

**SECTION 9. Force Majeure**

The consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Consultant.

**SECTION 10. Agreement Not To Be Construed In Favor Of Either Party**

Both parties to this agreement acknowledge their participation in the drafting and consideration of the agreements represented by these documents. Both parties agree and acknowledge that the terms of this contract and its exhibits shall not be construed in a manner to favor one party or the other.

**CITY OF WASILLA**

**DEBY J. TROSPER**

\_\_\_\_\_  
(MAYOR)

\_\_\_\_\_

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

\_\_\_\_\_  
KRISTIE L. VANGORDER, CMC  
City Clerk

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT)

this is to certify that ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000  
\_\_\_\_\_ APPEARED BEFORE ME.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY Public in and for Alaska  
My Commission Expires \_\_\_\_\_

## **Exhibit A**

### **SCOPE OF WORK**

Deby Trosper- Project Director

Solicit in-kind contributions from media and corporations to offset expenses

Create awareness about the Alaska Path of Freedom Brick Project, it's completion and benefits for the public.

Recruit, train and schedule volunteers to assist at project headquarters as well as to sell bricks at various craft, trade and holiday fairs.

Motivate an active core of volunteers and steering committee.

Speak at numerous engagements, and promote the Alaska Path of Freedom Brick Project to various service organizations.

Develop and manage internal systems for money management in account.

Create excitement and fun around the campaign