



	Approved	Denied
Date Action Taken:	10/8/07	
Other:		
Verified by:	<i>[Signature]</i>	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-62

TITLE: RENEWAL OF CONTRACT WITH BICKFORD PACIFIC GROUP IN AN AMOUNT NOT TO EXCEED \$26,000 TO PROVIDE STATE LOBBYIST SERVICES EFFECTIVE OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008.

Agenda of: October 8, 2007

Date: September 27, 2007

Originator: William A. Miller, Purchasing Officer *[Signature]*

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>[Signature]</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i> 9-28-07
X	City Clerk	

REVIEWED BY MAYOR DIANNE M. KELLER: *[Signature]* for the Mayor

FISCAL IMPACT: yes \$26,000 or no Funds Available yes no

Account name/number:

001-4134-414.30-34

General & Administrative-Professional Services/Other

Attachments:

Original Contract and Contract Addendum #1

SUMMARY STATEMENT: In the FY2008 operating budget, Council approved funds to renew a contract with Bickford Pacific Group to provide state lobbyist services to the City effective October 1, 2007 through September 30, 2008.

ACTION: Council is requested to authorize the renewal of a contract for state lobbying services to Bickford Pacific Group in the amount of \$26,000. The City may terminate this Contract, and Bickford Pacific Group waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

PROFESSIONAL SERVICES AGREEMENT

FOR

LOBBYING SERVICES

THIS AGREEMENT made and entered into this 4th day of October 2005, by and between the **CITY OF WASILLA** and **BICKFORD PACIFIC GROUP**.

Section 1. Definition. In this Agreement:

- A. The term "City" means the City of Wasilla.
- B. The term "Consultant" means Bickford Pacific Group.
- C. The term "Mayor" means the mayor of the City of Wasilla or the mayor's authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 3. 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 4. Personnel. Personnel shall be limited to employees of Bickford Pacific Group.

Section 5. Time of Performance. The services of the Consultant shall commence on October 4, 2005 and shall terminate on October 3, 2006. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City 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 City 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 City.

Section 7. Method and Time of Payment.

A. The City 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 City requests said documentation.

B. No payment will be disbursed until the completed task and the City has approved associated expenditures.

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

City of Wasilla
Attention: Accounts Payable
290 E. Herning Avenue
Wasilla, Alaska 99654

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed **TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00), plus \$2,000.00 for out-of-pocket expenses.**

Section 8. 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 City 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 City and shall be delivered to the City 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 City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 9. Termination for Convenience of City. The City 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 City and shall be delivered to the City 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 City'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 City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11. Termination by Either Party

If either party terminates this contract before the end of the contract term of October 3, 2005 through October 3, 2006, Frank Bickford will refund a prorated amount of \$2,000 for each month of the contract period not completed.

Section 12. 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 City 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 City.

Section 13. 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 City may require.

Section 14. Interest of Members of City and Others. No officer, member or employee of the City 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 15. 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 City, thereto; provided, however that claims for money due or to become due to the Consultant from the City 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 City, or the Consultant shall be responsible to the City 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 City.

Section 16. 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 17. 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 City 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 City.

Section 18. Officials Not to Benefit. No members of or delegate 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 City shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Section 19. 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 City 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 20. Audits and Inspections. At any time during normal business hours and as often as the City 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 City 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 21. 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 22. Non-Waiver. The failure of the City 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 City thereafter to enforce each and every protection hereof.

Section 23. 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 24. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City 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 25. Agreement Administration.

A. The City Mayor, or her designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by FRANK BICKFORD. 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 City of Wasilla.

Section 26. 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:

Certificate of Insurance
Alaska Business License
Appendix "A" - Scope of Services
Appendix "B" - Fee Schedule

Section 27. Defense and Indemnification.

A. The Consultant shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Consultant shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Consultant's or Consultant's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

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

Section 28. 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 29. 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 City's Insurance requirements.

The Consultant shall procure and maintain the following insurance:

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.

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 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. Employer's 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 employer's 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 City. 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 City, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, 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 City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured 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 City, its Administrator, officers, officials, employees and volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers,

officials, employees and volunteers. Any insurance or self-insurance maintained by the City, 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 City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

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 City. Such notice shall be mailed by the Consultant to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City 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 City. All certificates are to be received and approved by the City before work commences. The City 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 30. 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 31. 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 32. 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:

City of Wasilla: 290 East Hering Avenue, Wasilla, Alaska 99654

Consultant: Frank Bickford, Bickford Pacific Group
Government Affairs Consulting
P.O. Box 91337
Anchorage, AK 99509
907-563-5882, Fax 907-561-1947

Section 33. Consultants' Violations of Tax Obligations.

A. Any consultant in arrears on a City 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 City 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 City that is not remedied within 10 calendar days of notification by regular mail.

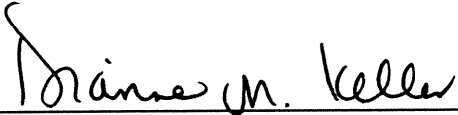
C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales,

assessments, leases and rental agreements, against any amount owing to the same under a Agreement between the City and the same.

Section 34. Fund Verification. Fund source and verification of funds for this project:

Funding Source: 001-4134-414-30-34

CITY OF WASILLA



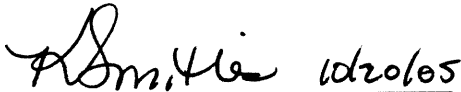
Dianne M. Keller, Mayor

BICKFORD PACIFIC GROUP



Frank Bickford

ATTEST:



KRISTIE L. SMITHERS, CMC/AE
City Clerk

STATE OF ALASKA

Third Judicial District

On October 20, 2005, personally appeared before me, Frank Bickford whose identity I proved on the basis of Alaska Driver's License, to be the signer of the agreement for Lobbying Services and he/she is acknowledged that he/she signed it.




NOTARY PUBLIC
My Commission expires:

STATE OF ALASKA

Third Judicial District

On October 20, 2005, DIANNE M. KELLER, City Mayor, personally appeared before me, who is personally known to me, to be the signer of the above document, and she acknowledged that she signed it on behalf of the City of Wasilla.



NOTARY PUBLIC
My commission expires:

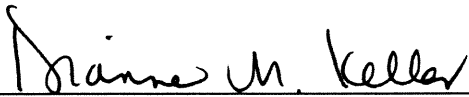
APPENDIX A SCOPE OF SERVICES

Bickford Pacific Group shall be responsible for all representation of the City of Wasilla in the State of Alaska and Bickford Pacific Group shall not represent any other municipality in the State of Alaska. This shall include but not be limited to:

1. State Appropriations Requests including all preparation, submission, and advocacy with assistance from the Mayor and the appropriate City staff. Areas for such request include but are not limited to: Transportation Infrastructure, Water and Sewer Infrastructure, Tourism Development, and Telecommunications Infrastructure.

2. Advocacy but not preparation for state grants submitted by the City with assistance from the Mayor and appropriate City staff.

3. Monitoring and advocacy on specific bills of interest to the City, which are identified by the Mayor and/or Council.



DIANNE M. KELLER
City Mayor

APPENDIX B FEE SCHEDULE

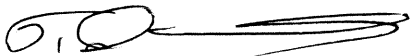
Consultant will be paid no more than \$24,000 for governmental affairs/lobbying services from October 4, 2005 through October 3, 2006.

Expenses including travel, meal allowance, phone, copying, fax, and any other expenses shall be limited to \$2,000 during the entire period of this agreement. Payment will be on a monthly basis as follows:

October '05 -	\$ 5,000
January '06 -	2,500
February '06 -	2,500
March '06 -	2,500
April '06 -	2,500
May '06 -	2,500
June '06 -	2,500
September 06	2,000
October 06	<u>2,000</u>
Total	\$24,000

To File:

Bickford Pacific Group is being awarded a contract represent the City of Wasilla with the State of Alaska and the State Legislature. Bickford Pacific Group has been the City's lobbyist since Fiscal Year 2003. Based on his extensive knowledge of the City of Wasilla and it's infrastructure needs and the success he has had in obtaining state funds for the City of Wasilla in Fiscal Year 04, the city has decided to award another one year extension of the contract to Bickford Pacific Group. This contract is awarded under WMC 5.08.100 (B) (6) (professional services). The Bickford Pacific Group was specifically identified in the budget approved by the Council under the General Administration division. Funding is available to cover the contract award.



Ted Leonard, CMA, SPHR

Coding for the project: 01.4134.414-30.34

ADDENDUM NO. 1

PROFESSIONAL SERVICES AGREEMENT
FOR LOBBYING SERVICES BETWEEN
THE CITY OF WASILLA AND BICKFORD PACIFIC GROUP

THIS ADDENDUM NO. 1 hereby amends the Agreement to provide Lobbying Services between the City of Wasilla and Bickford Pacific Group dated October 4, 2005, as follows:

SECTION 5. TIME OF PERFORMANCE

The services of the consultant shall commence on October 5, 2006 and shall terminate on October 4, 2007. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

APPENDIX A. SCOPE OF SERVICES

Bickford Pacific Group shall be responsible for all representation of the City of Wasilla in the State of Alaska and Bickford Pacific Group shall not represent any other municipality in the State of Alaska. This shall include but not be limited to:

1. State Appropriations Request including all preparation, submission, and advocacy with assistance from the Mayor and the appropriate City staff. Areas for such request include but are not limited to: Transportation Infrastructure, Water and Sewer Infrastructure, Tourism Development, and Telecommunications Infrastructure.
2. Advocacy but not preparation for federal Administrative grants submitted by the City with assistance from the Mayor and appropriate City staff.
3. Monitoring and advocacy on specific bills of interest to the city which are identified by the Mayor and/or Council.

APPENDIX B. FEE SCHEDULE.

Consultant will be paid a total of \$24,000 for the twelve (12) month period ending October 4, 2007 in the amount of \$6000 per quarter to be billed on December 4, 2006, March 4, 2007, June 4, 2007 and September 4, 2007. Expenses including travel, meal allowance, phone, copying, fax, and any other expenses shall be limited to \$2,000 during the entire period of this agreement.

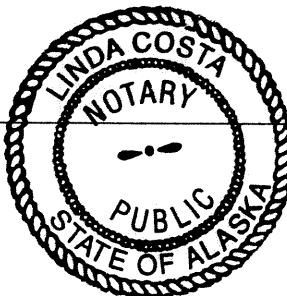
Except as herein amended, all other terms, conditions, and specifications remain the same.

IN WITNESS WHEREOF, the parties have executed this agreement:

BICKFORD PACIFIC GROUP

[Signature]
Signature

9-7-06
Date



NOTARY

Subscribed and sworn before me

[SEAL]

On Sept 07, 2006

Linda Costa
Notary Public (signature)

Commission Expires: 4-10-09

CITY OF WASILLA

Dianne M. Keller
Dianne M. Keller, Mayor

9/11/06
Date

ATTEST:

[Signature]

Kristie L. Smithers, MMC, City Clerk

[SEAL]