

KETCHIKAN CHARTER COMMISSION

AGENDA STATEMENT

NO ____ I-2 _____

MEETING OF June 11, 2004

ITEM TITLE Motion to approve a professional services contract with Jim Van Altvorst to provide a review and suggested changes to the 2004 DRAFT Charter and Petition documents SUBMITTED BY Mike Painter
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SUMMARY STATEMENT

With the deadline for submitting the 2004 Consolidation Petition, including the Charter, to the Local Boundary Commission just three and one-half months away, it is the desire of the Commission to seek a professional assessment of the draft document .

Jim Van Altvorst has extensive experience in municipal government, as well as providing consulting services for numerous municipal and business clients.

It is the intent of the Commission to submit the DRAFT Petition, including the Charter, to Mr. Van Altvorst prior to the first week of July, requesting that his initial assessment of the document be submitted to the Commission for review no later than July 16, 2004.

While Mr. Van Altvorst's contract work will essentially be completed prior to the end of July, it is requested that his actual contract extend until September 30, 2004 so that any further amendments to the DRAFT documents may be assessed and reviewed by him prior to inclusion in the final copy to be submitted to the LBC.

RECOMMENDED ACTION:

"I move that the Ketchikan Charter Commission enter into a professional services contract with Jim VanAltvorst to provide written comments on the 2004 DRAFT Consolidation Charter & Petition. The funds for this contract, \$ _____ , will be appropriated from the approved budget as an additional line item."

PROFESSIONAL SERVICES AGREEMENT

Evaluation and Presentation of the Ketchikan Consolidation Petition

This Agreement made and entered into this _____ day of _____, 2004, by and between the **Ketchikan Charter Commission**, hereinafter "**KCC**", a duly elected body, whose address is: 345 Main Street, Ketchikan, Alaska 99901, and **James Van Altvorst**, whose address is: PO Box 8251, Ketchikan, Alaska 99901, and licensed and qualified to do business within the State of Alaska, hereinafter called "**Contractor**."

1. Engagement. The **KCC** agrees to engage the **Contractor** to perform those services described below, for completion of the project described as follows: Evaluation and presentation of the KCC consolidation petition.

2. Services. The **Contractor** warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which services shall include the following:

- a. Review and analyze the most current petition for consolidation of the Ketchikan Gateway Borough and the City of Ketchikan into the Municipality of Ketchikan, a home rule borough.
- b. Research other pertinent information and conduct interviews as necessary to complete this scope of work.
- c. Summarize/outline the petition, highlighting any portions that should be changed to better enable it to create an efficient and responsive local government *for the entire community*.
- a. Prepare a written report and present findings to the KCC during an advertised public work session on July 16, 2004.
- b. Assist in completion of Exhibit F, Budget, of the Petition.
- c. Prepare a summary of changes for rural and city citizens compared to current practice to include a "talking points" summary for public education.
- d. Seek specific preliminary comments from City/Borough/Saxman/LBC staff and elected officials on the draft petition to identify major conflicts or technical problems prior to submission of final petition.

1. Relationship. The **Contractor** is an independent contractor and is not to be considered an agent or employee of the **KCC**. The **Contractor** has no authority to bind the **KCC**.

2. Compensation. As full compensation for the **Contractor's** professional services performed hereunder, the **KCC** shall pay the **Contractor** the fixed amount of

\$ (). All payments are subject to lawful appropriation. No additional compensation in excess of this amount may be claimed unless previously provided for by written amendment.

1. Expense Reimbursement. The **Contractor's** reimbursement for such expenditures as travel, advertising, printing/photocopying, postage and delivery, telephone and clerical charges, etc., are included in the total amount stipulated in Paragraph 4.

2. Compensation for Additional Services. In the event the **KCC** requires services in addition to those described in Paragraph 2, the **Contractor** shall be compensated at a negotiated rate for professional services, plus reimbursement of expenses.

3. Method of Payment. Payment will normally be lump sum at the completion of the work and acceptance of said work by the **KCC**. Progress payments may be considered by the **KCC** upon written request from the **Contractor** for a total amount not to exceed 50% of the total contract value. Such payments, if approved by the **KCC**, will be payable no more frequently than monthly.

4. Ownership. All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **Contractor**, in the performance of this agreement, shall be and become the sole and exclusive property of the **KCC**.

5. Term. The term of this Agreement shall commence on signing, at which time the **Contractor** shall begin work on the project and continue, subject to the termination provisions of Paragraph 9, until September 30, 2004, or until the project is completed, which ever occurs first.

6. Termination. This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the **Contractor** shall stop work immediately and shall be entitled to compensation for professional service fees and for authorized expense reimbursement to the date of termination; and the Contractor shall provide to the **KCC** all work product completed or in progress at such date and communicate such recommendations and conclusions to the **KCC** as may have been formed by such date.

7. Miscellaneous.

a. The entire agreement between the parties with respect to the subject
Van Altvorst Contract

matter hereunder is contained in this agreement.

- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the **Contractor** without the prior written consent of the **KCC**.
- c. This agreement shall be modified only by a written agreement duly executed by the **KCC** and the **Contractor**.
- d. The **Contractor** shall comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws.
- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- g. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by given written notice to the other party.

APPROVED:

Dated: _____, 2004

James Van Altvorst

B y :

James Van Altvorst
Principle
PO Box 8251
Ketchikan, AK 99901

Dated: _____, 2004

Ketchikan Charter Commission

B y :

Glen Thompson, Chair
Ketchikan Charter Commission
345 Main Street
Ketchikan, AK 99901

Attest:

By:

Deborah Otte, Secretary
Ketchikan Charter Commission
