



**CITY OF KOTZEBUE
RESOLUTION NO. 24-67**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO FINALIZE AND EXECUTE A CONTRACT WITH ELDON MULDER, THE MULDER COMPANY, AND BEN MOHR, THE MOHR COMPANY, FOR STATE LOBBYING SERVICES FOR THE THREE-YEAR PERIOD OF CY2025, CY2026 AND CY2027.

WHEREAS, the City of Kotzebue has a continuing need for State lobbying services for the period CY2025 through CY2027;

WHEREAS, the City of Kotzebue uses separate lobbyists for its needs – one for lobbying services within the State of Alaska and one for Federal lobbying efforts in Washington, D.C.;

WHEREAS, the Kotzebue Municipal Code provides:
3.16.090 Professional and unique service contracts.
A. A contract for engineering, architectural, legal, medical or other professional services shall not be binding and effective until it has been approved by either the city council or the city manager acting within the purview of this chapter. Any such contract awarded by the council or the city manager acting within the purview of this chapter is deemed approved.
B. Contracts for services and other contractual services which are in their nature unique and not subject to competition exceeding fifty thousand dollars shall be awarded by the council. Such contracts that do not exceed fifty thousand dollars shall be approved and awarded by the city manager after receiving a recommendation from the appropriate department head. Such contracts shall be forwarded to the city council as a matter of record.

(Ord. 07-3 § 4 (part), 2007); and,

WHEREAS, the City Manager published an RFP for State lobbying services for the three-year period CY2025 through and including CY2027 and received one response to this RFP from Eldon Mulder, The Mulder Company, and Ben Mohr, The Mohr Company, and has submitted a proposed, executed contract as set forth in Exhibit “A” attached hereto and incorporated by reference herein, for the period CY2025 through CY2027.

Resolution 24-67, November 7, 2024 RCCM

Contract for State Lobbying Services with Eldon Mulder, The Mulder Company and Ben Mohr, The Mohr Company, for CY2025 through CY2027

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NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue authorizes the City Manager or her designee to execute a contract with Eldon Mulder, The Mulder Company, and Ben Mohr, The Mohr Company for State lobbying services for the period CY2025 through CY2027 in the form and format as set out in Exhibit “A” attached hereto.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 7th day of November, 2024.

CITY OF KOTZEBUE

Derek Haviland-Lie, Mayor

[SEAL]

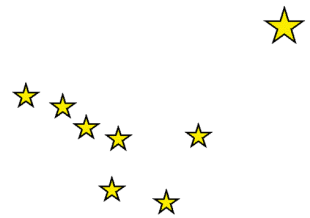
ATTEST:

Paeton Schaeffer, City Clerk

Attachment: Exhibit “A” – Contract for State Lobbying Services for CY2025-CY2027 [3 pages]



THE MULDER COMPANY
P.O. BOX 140711; ANCHORAGE, AK 99514
EMULDER@GCI.NET



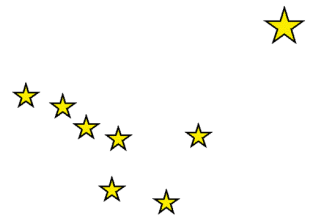
CONTRACTUAL AGREEMENT
between
The City of Kotzebue
and
Eldon Mulder/The Mulder Company
and
Ben Mohr/The Mohr Company
for
State Lobbying Services

This Agreement made the 1st day of January, 2025 by and between the City of Kotzebue and Eldon Mulder, dba the Mulder Company and Ben Mohr, dba the Mohr Company (hereinafter referred to as “Contractor”) for the provision of state governmental lobbying and consulting services. The Contractor agrees to provide professional services on behalf of the City of Kotzebue in the performance of the Duties of Contractor under this Agreement.

ARTICLE I DUTIES OF CONTRACTOR

The Mohr and Mulder Companies agree to provide state lobbying services to the City of Kotzebue and to represent the City before the Alaska State Legislature and the Dunleavy Administration in all areas of interest to the City of Kotzebue. The contractor will assist the City with projects and strategic planning as identified and assigned. Specifically, the Contractor will pursue:

- A. Completion of the Cape Blossom Road and funding for the development of a Port;
- B. Funding for other transportation infrastructure (road paving) as identified by the City Council;
- C. Funding for water and sewer infrastructure;
- D. Operational and capital funding for public safety infrastructure (City Jail);
- E. Funding for environmental sustainability, specifically a biomass-fired energy plant;
- F. Funding for other City projects and priorities as identified by the Council; and
- G. Meetings with members of the Alaska Legislature and the Dunleavy Administration as appropriate;



ARTICLE II PERIOD OF PERFORMANCE

The performance of this Agreement will commence on January 1st, 2025 and will continue until December 31st, 2027.

ARTICLE III COMPENSATION

In consideration of the performance of services described in this Agreement, the City of Kotzebue will pay the Contractor Fifty Thousand Dollars (\$50,000) a year, paid monthly at four thousand dollars (\$4,000), except for January and December wherein the Contractor will be paid five thousand dollars (\$5,000.) The Contractor shall submit monthly invoices electronically to the City Manager once the contract is signed.

In addition, the City of Kotzebue agrees to pay or to reimburse expenses directly related to the conduct and performance of this Agreement, including registration fees with the Alaska Public Offices Commission, subject to prior approval by the City Manager. Contractor agrees to comply with the City of Kotzebue’s travel and expense reimbursement policies and to furnish adequate documentation in support of each claim.

ARTICLE IV TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect for the term herein specified, unless terminated or annulled by either party with 30 days written notification. If the City of Kotzebue terminates the contract after August 1st of a calendar year, however, the remaining portion of the annual contract (\$50,000) shall be made to the Contractor within 30 days of final billing.

ARTICLE V NON-ASSIGNABILITY

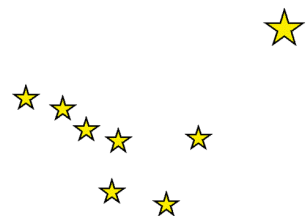
This Agreement is solely with the Contractor and, accordingly, Contractor shall have no right to assign, transfer, pledge or otherwise affect the Agreement, nor any interest there under, unless mutually agreed to by the parties.

ARTICLE VI REPORTING REQUIREMENTS

For purposes of this agreement, the City Manager will act as the contract supervisor and the Contractor agrees to consult with the City Manager and provide verbal and email reports as



THE MULDER COMPANY
P.O. BOX 140711; ANCHORAGE, AK 99514
EMULDER@GCI.NET



appropriate. Contractor also agrees to register with the Alaska Public Offices Commission (APOC) as required and reflect the amounts paid for lobbying services.

ARTICLE VII INDEPENDENT CONTRACTOR

Neither this Agreement, nor anything contained herein, shall be construed to extend to the Contractor the right to powers for the City of Kotzebue. Contractor shall remain throughout the performance of the agreement an independent contractor. Contractor is solely liable for any and all taxes owed by the Contractor for work performed through this Agreement and accepts no other tax liability beyond his own.

ARTICLE VIII CONFIDENTIALITY

All information provided by the City of Kotzebue to the Contractor is confidential and proprietary to the City and shall not be provided to any third party without prior written consent of the City Manager.

ARTICLE IX CONFLICTS OF INTEREST

The Contractor represents that there is no and will be no conflicts of interest between his performance under this agreement and his engagement as an independent contractor by others. In the event that the Contractor believes that there may be a conflict of interest, the Contractor will notify the City Manager immediately.

Signed this _____ day of _____, 2024.

The City of Kotzebue

ELDON MULDER

BEN MOHR

City Manager
City of Kotzebue
PO Box 46
Kotzebue, Alaska 99752

Eldon Mulder
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