



CITY OF KOTZEBUE
AMENDED RESOLUTION NO. 24-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING *NUNC PRO TUNC* THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE MULDER COMPANY FOR STATE LOBBYING SERVICES FOR CY2024 IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) EFFECTIVE JANUARY 1, 2024.

- WHEREAS,** the City of Kotzebue is in need State Lobbying Services for Calendar Year 2024;
- WHEREAS,** Eldon Mulder and Ben Mohr of The Mulder Company have provided those services to the City of Kotzebue for the past several years;
- WHEREAS,** Mr. Mulder's and Mr. Mohr's work for the City of Kotzebue has been of the highest caliber and their efforts on behalf of the City of Kotzebue have greatly benefitted the residents of our community;
- WHEREAS,** a contract for the last Calendar Year 2023 was executed as set forth in Exhibit "A" attached hereto and incorporated by reference herein; and,
- WHEREAS,** Kotzebue Municipal Code 3.16.090, "*Professional and unique service contracts,*" provides for the award of such contracts with approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager to negotiate a contract for CY2024 in the amount of \$50,000, effective January 1, 2024 with Eldon Mulder/The Mulder Company *nunc pro tunc* similar to that for CY2023 as set forth in Exhibit "A" attached hereto.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 22nd day of February 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment: Exhibit "A" – Mulder Contract for CY2023 [3 pages]

CONTRACTUAL AGREEMENT

between

The City of Kotzebue

and

Eldon Mulder/The Mulder Company

for

State Lobbying Services

This Agreement made the 1st day of January 2023 by and between the City of Kotzebue and Eldon Mulder, dba the Mulder 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 Mulder Company agrees 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 Deep Draft 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, 2023 and will continue until December 31st, 2023.

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 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.

ARTICLE X CONTRACT EXTENSIONS

This contract may be extended for up to an additional four years upon agreement by both parties by duly passed City of Kotzebue Resolutions on a year-by-year basis. (This one-year contract for CY2023 has been approved pursuant to Resolution 22-48, November 17, 2022.)

Signed this _____ day of _____, 2022.

The City of Kotzebue

ELDON MULDER



Interim Co-City Manager(s)
City of Kotzebue
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Kotzebue, Alaska 99752

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